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December 30, 1991

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INTERSTATE COMMERCE COMMISSION

Dec 30 1 00 PM '91  
MOTOR OPERATING UNIT

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue  
Washington, D.C. 20423

Dear Mr. Strickland:

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the United States Code. These documents are:

1. Lease of Railroad Equipment dated as of December 15, 1991, a primary document which includes the Lease Supplement No. 1 dated as of December 30, 1991. *17649*

2. Lessee Security Agreement (Mortgage) dated as of December 15, 1991 a primary document which includes the Lessee Security Agreement Supplement No. 1 dated as of December 30, 1991. *B*

3. Sublease of Railroad Equipment dated as of December 15, 1991, a primary document which includes the Sublease Supplement No. 1 dated as of December 30, 1991. *E*

4. Trust Indenture and Security Agreement (Mortgage) ("Trust Indenture") dated as of December 15, 1991, a primary document which includes the Indenture Supplement Nos. 1 and 2 dated as of December 30, 1991. *F*

5. FRA Subordinated Security Agreement dated as of December 15, 1991, a primary document. *I*

6. Cure Rights Agreement dated as of December 15, 1991, a primary document. *J*

Amtrak requests that all of the documents listed herein be filed under the same recordation number.

The parties to the above-listed documents include the following:

1, 2 and 3. The Lease of Railroad Equipment, the Lessee Security Agreement (Mortgage), Sublease of Railroad Equipment, and Supplements No. 1 thereto: Amtrak as, respectively, lessor, mortgagor, and sublessee; Ameritrust Company National Association ("Owner Trustee"), as, respectively, lessee, mortgagee, and sublessor.

4. The Trust Indenture and Supplement Nos. 1 and 2 thereto: Owner Trustee as mortgagor and State Street Bank and Trust Company of Connecticut, National Association ("Indenture Trustee") as mortgagee. Amtrak is a consenting party to the Trust Indenture.

5. The FRA Subordinated Security Agreement: Amtrak as mortgagor and the Federal Railroad Administrator as mortgagee.

6. The Cure Rights Agreement: Owner Trustee as sublessor and mortgagee, and Indenture Trustee as mortgagee.

The addresses of the parties are:

Ameritrust Company National Association  
900 Euclid Avenue  
Legal Department, P-13  
Cleveland, Ohio 44101-1477

State Street Bank and Trust Company  
of Connecticut, National Association  
750 Main Street  
Suite 1114  
Hartford, Connecticut 06103

Federal Railroad Administrator  
Federal Railroad Administration  
400 Seventh Street, S.W.  
Washington, D.C. 20590

National Railroad Passenger Corporation  
60 Massachusetts Avenue, N.E.  
Washington, D.C. 20002  
Attention: Corporate Secretary

The railway equipment covered by the primary documents listed above consists of up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

A fee of \$96 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

Short summaries of the documents to appear in the index follow:

1. Lease of Railroad Equipment between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and lessee and National Railroad Passenger Corporation, 60 Massachusetts Avenue,

N.E., Washington, D.C. 20002 ("Amtrak"), as lessor, dated December 15, 1991, and Supplement No. 1 thereto dated as of December 30, 1991. The Lease covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

2. Lessee Security Agreement (Mortgage) between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and mortgagee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as mortgagor, dated as of December 15, 1991 and Supplement No. 1 thereto dated as of December 30, 1991. The Lessee Security Agreement (Mortgage) covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

3. Sublease of Railroad Equipment between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and sublessor and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as sublessee, dated as of December 15, 1991 and Supplement No. 1 thereto dated as of December 30, 1991. The Sublease covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

4. Trust Indenture and Security Agreement (Mortgage) between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and mortgagor, and State Street Bank and Trust Company of Connecticut, National Association, 750 Main Street, Suite 1114, Hartford, Connecticut 06103, as indenture trustee and mortgagee, dated as of December 15, 1991, and Supplement Nos. 1 and 2 dated as of December 30, 1991. The Trust Indenture covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing National Railroad Passenger Corporation ("Amtrak") road numbers 500 and 503 to 519, inclusive.

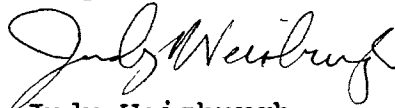
5. Subordinated Security Agreement between National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as mortgagor and the Federal Railroad Administrator, Federal Railroad Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, as mortgagee, dated as of December 15, 1991 and covering up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

6. Cure Rights Agreement between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee, sublessor, and mortgagee, and State Street Bank and Trust Company of

Connecticut, National Association, 750 Main Street, Suite 1114, Hartford, Connecticut 06103 as indenture trustee and mortgagee, dated as of December 15, 1991, and covering up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing National Railroad Passenger Corporation ("Amtrak") road numbers 500 and 503 to 519, inclusive.

The undersigned is one of the attorneys for Amtrak.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Judy Weisburgh".

Judy Weisburgh  
Associate General Counsel

Enclosures

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[EXECUTION COPY]

INTERSTATE COMMERCE COMMISSION

CERTAIN RIGHTS OF SUBLESSOR UNDER THIS SUBLEASE OF RAILROAD EQUIPMENT HAVE BEEN ASSIGNED AS SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE UNDER THE TRUST INDENTURE AND SECURITY AGREEMENT (MORTGAGE) DATED AS OF THE DATE HEREOF AMONG SUBLESSOR, SUBLESSEE AND INDENTURE TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF SECURED NOTES REFERRED TO THEREIN, WHICH ASSIGNMENT BECAME EFFECTIVE CONCURRENTLY WITH THE ASSUMPTION OF SUCH SECURED NOTES BY SUBLESSOR ON A NON-RECOURSE BASIS. THIS SUBLEASE HAS BEEN EXECUTED IN SEVERAL COUNTER-PARTS. ONLY THE ORIGINAL COUNTERPART MARKED "ORIGINAL COUNTERPART NO. 1" AND BEARING THE RECEIPT THEREFOR EXECUTED BY STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGE THEREOF SHALL CONSTITUTE CHATTEL PAPER WITHIN THE MEANING OF THE UNIFORM COMMERCIAL CODE. SEE SECTION 24 HEREOF FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF THE VARIOUS COUNTERPARTS OF THIS SUBLEASE OF RAILROAD EQUIPMENT.

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SUBLEASE OF RAILROAD EQUIPMENT

Dated as of December 15, 1991

between

AMERITRUST COMPANY NATIONAL ASSOCIATION, as Owner Trustee  
Sublessor

and

NATIONAL RAILROAD PASSENGER CORPORATION  
Sublessee

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NOTICE IS HEREBY GIVEN TO ALL CONTRACTORS, SUBCONTRACTORS, LABORERS, MATERIALMEN AND OTHER PERSONS THAT SUBLESSOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO SUBLESSEE AND THAT NO LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT SUBLESSOR'S INTEREST IN THE UNITS.

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[SUBLEASE]

EIGHTEEN (18) GENERAL ELECTRIC DASH 8-32 BWH LOCOMOTIVES  
SUBLEASE OF RAILROAD EQUIPMENT

THIS SUBLEASE OF RAILROAD EQUIPMENT dated as of December 15, 1991 between AMERITRUST COMPANY NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee, as sublessor, and NATIONAL RAILROAD PASSENGER CORPORATION (also known as Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, as sublessee.

W I T N E S S E T H :

SECTION 1. INTERPRETATION

1.1 Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Sublease have the respective meanings specified therefor in Annex A hereto.

1.2 Rules of Interpretation. The following rules apply to this Sublease:

(a) the singular includes the plural and the plural includes the singular;

(b) "or" is not exclusive and "include" and "including" are not limiting;

(c) a reference to any agreement or other contract includes permitted supplements and amendments;

(d) a reference to a law includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted in substitution or replacement therefor;

(e) a reference to a person includes its permitted successors and assigns;

(f) a reference herein to an Article, Section, Exhibit, Schedule or Appendix without further reference is to the relevant Article, Section, Exhibit, Schedule or Appendix of this Sublease;

[SUBLEASE]

(g) any right may be exercised at any time and from time to time;

(h) all obligations are continuing obligations; and

(i) the headings of the Articles, Sections and subsections are for convenience and shall not affect the meaning of this Sublease.

## SECTION 2. AGREEMENT TO SUBLEASE; DELIVERY AND ACCEPTANCE

2.1 Agreement to Sublease. Sublessor and Sublessee agree (subject to satisfaction or waiver by Sublessor or Sublessee, as the case may be, of the conditions precedent to its obligations set forth in Section 5 of the Participation Agreement) to subject each Unit to this Sublease for the rent and upon and subject to the terms and conditions herein set forth, for the Sublease Term with respect to such Unit, commencing on the date on which the Sublease Supplement extending this Sublease to cover such Unit is executed and delivered.

2.2 Delivery and Acceptance. Upon execution and delivery of a Sublease Supplement by Sublessor and Sublessee, the Units described therein shall be deemed to have been delivered to and accepted by Sublessee for all purposes of this Sublease and thereupon shall be subject to all the terms and conditions of this Sublease. Sublessee's execution and delivery of a Sublease Supplement shall be conclusive proof that the Units listed therein have been subjected to this Sublease on the terms hereof, notwithstanding any defect with respect to the design, manufacture, condition or any other matter or the failure of any of the Units to comply with the specifications applicable thereto or with any applicable United States Department of Transportation or ICC requirements and specifications or AAR recommended standards for new railroad equipment of the character of the Equipment as of the date hereof.

## SECTION 3. INTERIM TERM AND BASE LEASE TERM

The Interim Term for each Unit shall commence on the Delivery Date therefor and shall extend to (but not include) the Base Lease Commencement Date or such earlier date on which this Sublease shall be terminated pursuant to the terms hereof with respect to such Unit. The Base Lease Term for all of the

Equipment shall commence on the Base Lease Commencement Date and end on the Base Lease Termination Date, or such earlier date on which this Sublease shall be terminated pursuant to the terms hereof with respect to such Unit.

#### SECTION 4. RENT

##### 4.1 Base Rent.

(i) Base Rent. Sublessee shall pay to Sublessor, as Base Rent, semi-annual installments of Base Rent on the Rent Payment Dates during the Base Lease Term. Subject to adjustment as provided herein, the Base Rent due on a Rent Payment Date with respect to the Equipment is equal to the product of (i) the Rent Factor for such Rent Payment Date and (ii) Equipment Cost for the Equipment, and shall be allocable to the use of the Equipment by Sublessee for the six-month period immediately preceding such Rent Payment Date. If any Rent Payment Date is also a Casualty Value Determination Date with respect to a Unit, such Unit shall be deemed to be subject to the Lease and this Sublease within the meaning of the definition of "Equipment Cost" for purposes of determining any Base Rent due on such Date.

(ii) Minimum Payments. Notwithstanding anything to the contrary contained herein or in any other Operative Document, in all events and irrespective of any adjustment thereto, (a) each installment of Base Rent shall be at least in an amount such that, as and when received by Indenture Trustee, it shall be sufficient to pay the installment of principal and accrued interest in respect of all Secured Notes then Outstanding under the Indenture which is due on the Rent Payment Date of such installment of Base Rent, and (b) each amount of Casualty Value payable on a Casualty Value Determination Date, any payment of Special Purchase Price in connection with a purchase pursuant to Section 16.1, and each amount payable on any Termination Date with respect to a Voluntary Termination, together in each case with any Base Rent or Supplemental Rent due on such Date, shall be at least in an amount such that, as and when received by Indenture Trustee, Indenture Trustee shall have sufficient amounts remaining (after payment of all obligations having higher priority under the Indenture) to pay the full unpaid balance of principal and interest then due and payable in respect of the Secured Notes then Outstanding to be prepaid in accordance with the Indenture in connection with the applicable Casualty Occurrence, purchase or Voluntary Termination, as the case may be. Nothing in this Section 4.1(ii) shall be deemed to

[SUBLEASE]

constitute a guarantee by Sublessee of the indebtedness evidenced by the Secured Notes or a guarantee of the residual value of any Unit or an indemnity for any Taxes required to be deducted or withheld.

4.2 Supplemental Rent. In addition to its obligation to pay Base Rent or Renewal Rent hereunder, Sublessee shall pay (or cause to be paid) Supplemental Rent to Sublessor or to whomever shall be entitled thereto, as and when the same shall become due and owing in accordance with the provisions of the Operative Document that requires such payment and in the event of any failure on the part of Sublessee to pay the same when due and owing in accordance with such provisions, Sublessor shall have all rights, powers and remedies provided for herein or at law or in equity or otherwise in the case of nonpayment of Base Rent or Renewal Rent subject to expiration of any applicable grace period provided for in Section 13.1(ii). Sublessee also agrees to pay to Sublessor or such other Person as shall be entitled thereto with the payment to which it relates, without necessity of demand, as Supplemental Rent (1) to the extent permitted by applicable law, interest at the Overdue Rate on (i) any part of any installment of Base Rent or Renewal Rent, as the case may be, not paid when due for each day for which the same shall be overdue and (ii) any payment of Supplemental Rent (other than such interest) not paid when due for each day for which the same shall be overdue, until the same shall be received by the party entitled thereto and (2) any premium in respect of the Secured Notes payable in connection with a refunding pursuant to Section 14.9 of the Participation Agreement.

4.3 Adjustments to Rent Factors, Special Purchase Price and Casualty Value Factors. Subject to Section 4.1(ii), Rent Factors, Special Purchase Price and Casualty Value Factors shall be adjusted in accordance with Section 16 of the Participation Agreement.

4.4 Manner of Making Payments; Payment to Indenture Trustee. All payments pursuant to this Sublease shall be made by 10:00 a.m. Washington, D.C. time on the date payment is due in immediately available funds. Any payment not received on the date payment is due shall be payable with interest at the Overdue Rate as provided in Section 4.2; provided, however, that no such interest shall be so payable if (i) such payment is made by 10:00 a.m., Washington, D.C. time on such payment date by initiation of a Federal Funds wire transfer addressed to the intended recipient as directed in accordance with the Operative Documents and specifying that the funds are being transferred for credit to the account designated by such

[SUBLEASE]

intended recipient, (ii) the payment is actually credited to such account of the intended recipient not later than 10:00 a.m. on the next Business Day and (iii) the initiator of such payment advises the intended recipient of the Federal Reserve System wire number for such transfer not later than 12:00 noon on such payment date. If any such date is not a Business Day, then payment shall be due on the next succeeding Business Day and if paid on such Business Day, such payment shall be without interest or penalty. All payments of Rent (other than Excepted Payments, which shall be paid to the Person entitled thereto) shall be paid by Sublessee to Sublessor at its office at 900 Euclid Avenue, Cleveland, Ohio 44101-1477, or as Sublessor may otherwise direct from time to time in writing; provided, that so long as the Indenture shall not have been discharged pursuant to Section 11.01 thereof, Sublessor hereby directs, and Sublessee agrees, that all payments of Rent and all other amounts payable to Sublessor hereunder (other than Excepted Payments, which shall be paid to the Person entitled thereto) shall be paid by wire transfer or other commercially acceptable, generally used electronic medium directly to Indenture Trustee at State Street Bank and Trust Company, (A.B.A. No. 011-00-0028), Account No. 99003147, Attn: Hartford Group, or as Indenture Trustee may otherwise direct in a writing received by Sublessee at least ten (10) Business Days prior to the applicable payment date.

#### SECTION 5. NET SUBLEASE; NONTERMINABILITY

5.1 Net Sublease. This Sublease is a net sublease, and, as between Sublessee and Sublessor, it is intended that Sublessee shall pay all costs and expenses of every character, whether foreseen or unforeseen, ordinary or extraordinary, in connection with the Units, whether with respect to construction, delivery, ownership, use, possession, control, operation, maintenance, repair, insurance, improvement and return of the Units, or otherwise, including the costs and expenses particularly set forth in this Sublease. All obligations of Sublessee in this Sublease shall be done, performed or complied with at Sublessee's cost and expense, unless otherwise expressly stated.

5.2 Nonterminability. (i) Each of Sublessee's obligations to pay Rent hereunder shall be absolute and unconditional, and Sublessee shall not be entitled to any abatement, deferral or suspension of Rent, reduction thereof or setoff against Rent, including abatements, reductions, deferrals, suspensions or setoffs due, or alleged to be due, by reason of any past, present or future claims of Sublessee

[SUBLEASE]

against Sublessor, Owner Participant, Manufacturer, Indenture Trustee, the holders from time to time of any Secured Note or any other Person, either under this Sublease or otherwise; nor, except as otherwise expressly provided herein and on the terms hereof, shall this Sublease terminate, or the obligations of Sublessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of the Units from whatsoever cause, any Liens or rights of others with respect to any of the Units, the prohibition of or other restriction against Sublessee's use of all or any of the Units, the interference with such use by any Person (including confiscation, requisition or other taking by any governmental authority, any Person acting under governmental authority or otherwise, or action of any public or private Person, whether by eviction by paramount title or for any other reason whatsoever), the invalidity or unenforceability or lack of due authorization of this Sublease, the Lease or any other Operative Document, any action or inaction by Sublessor as lessee under the Lease, any defect in the title to, compliance with plans or specifications for, condition, design or fitness for use of all or any of the Units, any insolvency of or any bankruptcy, reorganization or other proceeding against Sublessee, Sublessor or any other Person, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention and agreement of the parties hereto, and the basis of the bargain, that (to the extent permitted by applicable law) Base Rent, Renewal Rent, Supplemental Rent and other amounts payable by Sublessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless and until the obligation to pay the same shall be terminated pursuant to the express provisions of this Sublease (in the case of any return of the Equipment to Sublessor, any Unit shall not be deemed to have been returned to Sublessor's possession until all of Sublessee's obligations with respect to the return, transportation and arranging for storage thereof have been performed). To the extent permitted by applicable law, Sublessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel or quit this Sublease or surrender any of the Units except in accordance with the express terms hereof. Except as provided in the Tax Indemnity Agreement and Section 6 of the Participation Agreement with respect to certain payments of Supplemental Rent, each Base Rent, Renewal Rent, Supplemental Rent or other payment made by Sublessee hereunder shall be final and Sublessee shall not seek to recover all or any part of such payment (except for any excess payment made in

[SUBLEASE]

manifest error) from Sublessor, Owner Participant, Indenture Trustee, or any holder or former holder of a Secured Note for any reason whatsoever.

(ii) Without limiting the generality of the foregoing, Sublessee covenants that it will remain obligated under this Sublease in accordance with the terms hereof and will not take any action to terminate (except in accordance with the express provisions hereof), rescind or avoid this Sublease for any reason whatsoever.

(iii) Sublessee agrees that it will duly perform and observe all the covenants, agreements and obligations on its part to be performed and observed under the Participation Agreement and under each of the other Operative Documents to which it is a party.

(iv) Nothing in this Section 5.2 or in any other provision of this Sublease shall preclude any separate, independent claim (other than by way of abatement or reduction of any amount at any time payable by Sublessee hereunder) by Sublessee for the breach of any representation, covenant, undertaking or agreement made herein and in any other Operative Document for the benefit of Sublessee by Sublessor or Owner Participant.

#### SECTION 6. IDENTIFICATION MARKS

Sublessee will cause each Unit to be kept numbered with the road number and serial number as shall be set forth in any Sublease Supplement hereto extending this Sublease to cover such Unit and shall cause the following notice to be stenciled on each Unit: "OWNERSHIP SUBJECT TO SECURITY AGREEMENTS FILED WITH THE INTERSTATE COMMERCE COMMISSION." Sublessee shall not allow the name of any other Person to be placed on any Unit as a designation that might be identified as a claim of ownership or any other interest therein; provided, however, that nothing herein contained shall prohibit Sublessee or its permitted sub-sublessees from placing its customary colors and insignia on any Unit or from naming each Unit. Sublessee will not change the identification number of any Unit unless and until (i) a statement of a new number or numbers to be substituted therefor shall have been delivered to Loan Guarantor, Indenture Trustee, Owner Participant and Sublessor and filed, recorded and deposited by Sublessee in all appropriate public offices, including the public offices where this Sublease, the Lessee Security Agreement, the Lease and the Indenture shall

have been filed, recorded and deposited and (ii) Sublessee shall have furnished to Indenture Trustee and Sublessor, with a copy to Loan Guarantor an opinion of counsel in form and substance reasonably satisfactory to Indenture Trustee and Sublessor to the effect that such statement has been so filed, recorded and deposited, that such filing, recordation and deposit will protect Sublessor's interest in the Units, the security interests of Indenture Trustee under the Indenture and the interests of Owner Trustee under the Lessee Security Agreement and the Lease and that no other filing, recording, deposit or giving of notice to any Instrumentality or other Governmental Authority is necessary to protect such interests.

## SECTION 7. CASUALTY

7.1 Notice; Elections. Sublessee shall use good faith efforts to notify Owner Participant promptly after a Responsible Officer of Sublessee becomes aware of the involvement of a Unit in a significant derailment and shall use reasonable efforts to respond promptly to inquiries by Owner Participant regarding whether any Unit has been involved in an identified accident or incident. Sublessee shall notify Sublessor, Indenture Trustee, Loan Guarantor and Owner Participant within five (5) Business Days after a determination that a Casualty Occurrence has occurred with respect to a Unit and shall, within thirty (30) days after such determination, notify Sublessor, Indenture Trustee, Loan Guarantor and Owner Participant whether Sublessee intends to proceed in accordance with Section 7.2 or 7.3; provided, however, that Sublessee's failure to provide such notice of election shall constitute an election to proceed in accordance with Section 7.3; and provided, further, that no election to proceed in accordance with Section 7.2 shall be effective if a Specified Default or an Event of Default has occurred and is continuing.

### 7.2 Substitution.

(i) If pursuant to Section 7.1 Sublessee shall have elected to proceed in accordance with this Section 7.2 with respect to a Unit that has suffered a Casualty Occurrence, Sublessee shall not later than the 90th day following the date of such Casualty Occurrence convey or cause to be conveyed to Lessor a Replacement Unit, the Leasehold Interest to which shall immediately vest in Sublessor, without further act or deed, free and clear of all Liens other than Permitted Liens, to be leased to Sublessor under the Lease in accordance with

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Section 9.5 of the Participation Agreement and Section 8.7 of the Lease and to be subleased to Sublessee hereunder.

(ii) Prior to or at the time of any substitution under Section 7.2(i), Sublessee, at its own cost and expense, shall (a) cause a Lease Supplement, Indenture Supplements, Lessee Security Agreement Supplement and Sublease Supplement covering the Replacement Unit to be prepared and, promptly upon execution thereof by Sublessor (as Lessee or Sublessor, as the case may be) and Indenture Trustee, filed for recording with the ICC and in all other public offices where this Sublease shall be filed, recorded or deposited, (b) furnish an opinion of counsel to the effect that such filings have been duly made, and that a review of the records of the ICC shows no Lien with respect to such Unit other than Permitted Liens; (c) furnish Sublessor and Indenture Trustee with evidence of compliance with the provisions of Section 8 with respect to such Replacement Unit; and (d) cause a Uniform Commercial Code financing statement or statements covering the Replacement Unit to be filed in such place or places as are deemed necessary or desirable by Sublessor or Indenture Trustee to perfect their respective interests therein under the Operative Documents. In connection with such substitution, Sublessee shall prepare and Sublessor shall execute or forward to Indenture Trustee for execution, as the case may be, a release of the replaced Unit from the Lien of the Indenture and the Lessee Security Agreement (including Uniform Commercial Code amending statements).

(iii) Upon compliance by Sublessee with the foregoing provisions of this Section 7.2, (a) Sublessor shall promptly convey the Leasehold Interest in the replaced Unit to Sublessee without recourse, representation or warranty as to any matter whatsoever except as to the absence of all Owner Participant's Liens and Sublessor's Liens; (b) Sublessee shall be subrogated to all claims of Sublessor, if any, against third parties for damage to or loss of the replaced Unit to the extent of any casualty insurance proceeds received or receivable in respect of such Unit as a result of such Casualty Occurrence under insurance policies maintained by Sublessee or any sub-sublessee; and (c) for all purposes hereof and the other Operative Documents, the Replacement Unit shall be deemed part of the property leased hereunder and shall be deemed a "Unit" as defined herein.

7.3 Payment of Casualty Value. If pursuant to Section 7.1 Sublessee shall have elected or have been deemed to have elected to proceed in accordance with Section 7.3 with respect to a Unit that has suffered a Casualty Occurrence,

Sublessee shall pay to Sublessor, on the Casualty Value Determination Date with respect to such Unit or Units suffering a Casualty Occurrence, (A) the Casualty Value for such Unit determined in accordance with Section 7.5 as of such Casualty Value Determination Date, (B) any Supplemental Rent due on such Casualty Value Determination Date in respect of such Unit and (C) all other amounts due hereunder with respect to such Unit, including Base Rent due on or before such Casualty Value Determination Date. The sum of the amounts described in clauses (A), (B) and (C) of the immediately preceding sentence, is hereinafter referred to as an "Aggregate Casualty Payment". Upon the making of such Aggregate Casualty Payment, the Base Rent for the applicable Unit shall cease to accrue, the term of the Lease and this Sublease as to such Unit shall terminate and Sublessee shall be entitled to recover possession of such Unit. Sublessor shall transfer to Sublessee such right, title and interest, if any, as Sublessor may have in the Leasehold Interest with respect to such Unit, "as-is, where-is and with all faults" and without recourse, representation or warranty, express or implied, as to any matter whatsoever except that the Leasehold Interest with respect to the Unit is free and clear of all Sublessor's Liens and Owner Participant's Liens. If no Specified Default or Event of Default shall have occurred and be continuing, then Sublessee shall be entitled to receive and retain for its own account out of all condemnation or requisition payments paid in respect of such Unit up to an amount equal to the sum of (a) the Aggregate Casualty Payment (but only if such amount shall have been previously received by Sublessor) and (b) deemed interest thereon at the Treasury Rate from the date of payment of such Aggregate Casualty Amount to Sublessor to but excluding the date of receipt of such condemnation or requisition payments by Sublessee and if a Specified Default or an Event of Default shall have occurred and be continuing all such payments shall be paid to Indenture Trustee (unless the Indenture has terminated in accordance with its terms) and otherwise to Owner Trustee to be held as security for Sublessee's obligations hereunder and under the Lease; provided, however, that unless earlier applied against such obligations or this Sublease shall have been declared in default or deemed to be in default in accordance with Section 13.1, any such payments shall be paid over to Sublessee after 180 days; provided, further, however, that if a new Specified Default or Event of Default (other than an Event of Default arising from a Specified Default previously giving rise to the right to hold such payments pursuant to this sentence) shall have occurred during such 180-day period and is continuing, such payments shall, unless earlier applied against such obligations or the Sublease shall have been declared in

default or deemed to be in default in accordance with Section 13.1, be paid over to Sublessee 180 days after the commencement of such new Specified Default or Event of Default. The remainder of such proceeds, if any, shall be paid over to, or retained by, Sublessor for its own account.

7.4 Requisition Not Constituting a Casualty Occurrence. In the event of the requisition for use of any Unit which does not, or does not yet, constitute a Casualty Occurrence hereunder, all of Sublessee's obligations under this Sublease with respect to such Unit (including the obligation to make all payments of Base Rent and Supplemental Rent) shall continue to the same extent as if such requisition had not occurred. All payments received by Sublessor or Sublessee from the United States government or any other governmental entity for the use of such Unit during the term of this Sublease (other than a use of such Unit constituting a Casualty Occurrence) shall be paid over to, or retained by, Sublessee if no Specified Default or Event of Default shall have occurred and be continuing and if a Specified Default or an Event of Default shall have occurred and be continuing all such payments shall be paid to Indenture Trustee (unless the Indenture has terminated in accordance with its terms) and otherwise to Owner Trustee to be held as security for Sublessee's obligations hereunder and under the Lease; provided, however, that unless earlier applied against such obligations, or the Sublease shall have been declared in default or deemed to be in default in accordance with Section 13.1, any such payments shall be paid over to Sublessee after 180 days; provided, further, however, that if a new Specified Default or Event of Default (other than an Event of Default arising from a Specified Default previously giving rise to the right to hold such payments pursuant to this sentence) shall have occurred during such 180-day period and is continuing, such payments shall, unless earlier applied against such obligations or the Sublease shall have been declared in default or deemed to be in default in accordance with Section 13.1, be paid over to Sublessee 180 days after the commencement of such new Specified Default or Event of Default.

7.5 Amount of Casualty Value. Subject to Section 4.1(ii), during the Interim Term and the Base Term the Casualty Value for a Unit as of any Casualty Value Determination Date shall be (x) the Equipment Cost of such Unit multiplied by (y) the Casualty Value Factor for such Casualty Value Determination Date. The Casualty Value Factors during Renewal Terms shall decrease or increase on a straight-line basis from the Fair Market Value of the applicable Units

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on the first day of the Renewal Term to the Fair Market Value of such Units on the last Casualty Value Determination Date during the Renewal Term as determined in accordance with Section 16.4(ii).

7.6 No Release. Except as provided in Section 7.3 with respect to the payment of Base Rent and Section 17, Sublessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Unit from and after delivery and acceptance thereof by Sublessee hereunder.

## SECTION 8. INSURANCE.

### 8.1 Insurance to Be Maintained.

(i) Subject to Section 8.1(ii), Sublessee will, at all times prior to the return to Sublessor of the Units pursuant to the terms hereof (and in any event while the Units are being collected for delivery to Sublessor and as provided in Sections 14 and 17) and at Sublessee's own expense (except as otherwise provided in Section 17), cause the following insurance to be carried and maintained:

(a) "all risk" property insurance in respect of the Units ("Property Insurance"); and

(b) liability insurance with respect to third-party personal injury, death and property damage (including contractual liability insurance) and against such risks as is consistent with prudent industry practice for a railroad engaged in passenger carriage ("Liability Insurance").

Such Property Insurance and Liability Insurance shall be carried with insurers of recognized responsibility selected by Sublessee. Without the consent of Sublessor and Indenture Trustee, which consents shall not be unreasonably withheld, Sublessee agrees to maintain (I) Property Insurance covering the Units at not less than the aggregate Casualty Value for all Units from time to time and (II) Liability Insurance in such amounts as are consistent with prudent industry practice for a railroad engaged in intercity passenger carriage. Notwithstanding anything herein to the contrary all Property Insurance and Liability Insurance coverage will not be less comprehensive in amounts and against fewer risks than customarily insured by Sublessee in respect of locomotives owned or leased by it similar to the Units. Sublessee may

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self-insure (for purposes of this Section 8.1, "self-insure" and "self-insurance" shall mean uninsured risk, deductibles and co-insurance) such Units in amounts no greater than the lesser of (1) in the case of Property Insurance, the extent to which Sublessee customarily self-insures locomotives owned or leased by it similar to the Units, but in no event shall such self-insurance exceed ten million dollars per occurrence without the prior written consent of Sublessor, Indenture Trustee and Owner Participant which consent shall not unreasonably be withheld; (2) in the case of Liability Insurance, the extent to which Sublessee customarily self-insures with respect to liability, but in no event shall such self-insurance exceed thirty million dollars per occurrence without the prior written consent of Sublessor, Indenture Trustee and Owner Participant which consent shall not be unreasonably withheld; and (3) in any case, consistent with prudent industry practice for a railroad engaged in intercity passenger carriage.

(ii) Not later than forty-eight (48) hours prior to the expiration of any Liability Insurance or Property Insurance required to be carried hereunder, Sublessee shall provide Sublessor, Owner Participant and, so long as Secured Notes are outstanding, Indenture Trustee, Loan Guarantor and each Additional Insured with certificates of insurance evidencing that such insurance has been replaced or renewed in compliance with this Section 8.1 or an Officer's Certificate of Sublessee stating whether Sublessee intends to renew or replace such Liability Insurance or Property Insurance, as the case may be, in compliance with this Section 8.1. If Sublessee shall have provided such an Officer's Certificate in lieu of such certificates of insurance, Sublessee shall facilitate requests of Sublessor or Owner Participant to verify that the applicable Insurance has been renewed or replaced and in any event shall provide the parties referred to in the preceding sentence with such a certificate of insurance within 30 days after the expiration of the policies of such Insurance to be renewed or replaced.

(iii) The insurance policies carried in accordance with the terms of this Sublease shall, to the extent available on a commercially reasonable basis from insurers customarily used by Sublessee:

(1) require 30 days' prior notice of cancellation for any reason or material change in the types or limits of coverage to the Additional Insureds; (2) not require contributions from other policies held by the Additional Insureds; (3) waive any right of subrogation of the insurers against the Additional Insureds; (4) in respect

of any liability of any of the Additional Insureds, except for salvage rights in the event of a Casualty Occurrence, waive the right of insurers to set-off, to counterclaim or to any other deduction, whether by attachment or otherwise, to the extent of any monies due the Additional Insureds; (5) name the Additional Insureds (A) as additional insureds, as their respective interests may appear, in the case of Liability Insurance, and (B) as loss payees, as their respective interests may appear, in the case of Property Insurance, (provided, that such Property Insurance shall be made payable to Indenture Trustee under a standard mortgage loss payable clause meeting the further provisions hereof and satisfactory to Sublessor and Indenture Trustee, unless and until Secured Notes cease to be Outstanding, at which time such insurance shall be made payable to Sublessor); (6) continue to insure the Additional Insureds regardless of any breach or violation of any warranty, declaration or condition contained in such policy by Sublessee or any other Person; (7) waive any right to claim any premiums or commissions against the Additional Insureds; (8) be in full force and effect throughout any geographical areas at any time traversed by any Unit; and (9) provide that the insurers will promptly notify the Additional Insureds in writing of any default in the payment of any premium or any other act or omission on the part of Sublessee of which they shall have knowledge which might entitle the insurers to cancel the policies.

(iv) If Sublessee is in default of its obligation to maintain the insurance coverages specified herein when such coverages are available on a commercially reasonable basis, each of the Additional Insureds may, at its option, but shall not be required to, provide such insurance (but without duplication of any such insurance obtained by any other Additional Insured pursuant to this Section 8.1(iv) or by Sublessee), and in such event, Sublessee shall, upon demand from time to time, reimburse such Additional Insured for the cost to such Additional Insured of such insurance which Sublessee shall have failed to maintain and which such Additional Insured shall have obtained in accordance herewith together with interest thereon at the Overdue Rate, from the date of payment thereof to but excluding the date of receipt of such reimbursement.

(v) Nothing in this Section 8.1 shall prohibit Sublessor, Owner Participant, Indenture Trustee or a holder of a Secured Note from obtaining insurance for its own account and any proceeds payable thereunder shall be as provided in

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the insurance policy relating thereto; provided, that no such insurance may be obtained that would limit or otherwise adversely affect the coverage of any insurance to be obtained or maintained by Sublessee pursuant to this Section 8.1, it being understood that all salvage rights to the Units in the event of a Casualty Occurrence shall remain with Sublessee or its insurers at all times.

(vi) From time to time, but not more than once in any twelve (12) month period, upon the request of Sublessor, Owner Participant or Indenture Trustee, Sublessee shall provide certificates of insurance evidencing that the insurance required by Section 8.1 is in effect.

8.2 Insurance Proceeds. Sublessee shall be entitled to receive and retain for its own account all proceeds of Property Insurance (except under policies described in Section 8.1(v)) and third party payments in respect of any Unit suffering a Casualty Occurrence up to the Aggregate Casualty Payment set forth in Section 7.3, but only if such Aggregate Casualty Payment shall have been previously paid to and received by Sublessor or Indenture Trustee, as the case may be. All such proceeds or payments, if any, in excess of Casualty Value shall be paid to, or retained by, Sublessee. All Property Insurance proceeds (except under policies described in Section 8.1(v)) or third party payments in respect of any Unit not suffering a Casualty Occurrence in respect of which Unit Sublessee has elected to repair shall be held by Sublessor or Indenture Trustee and paid to Sublessee upon a written application signed by Sublessee to reimburse Sublessee for the costs of repairing, restoring or replacing the damaged Unit. Any amounts so held by Sublessor or Indenture Trustee (which amounts shall be held by Sublessor or Indenture Trustee, as the case may be, as security for the obligation of Sublessee to make such repairs) and any proceeds or payments (and net earnings thereon) remaining after Sublessee notifies Sublessor and Indenture Trustee that such repairs have been made shall be paid to Sublessee. Any such amounts which are held by Sublessor or Indenture Trustee, as the case may be, pending payment to Sublessee shall, until paid to Sublessee as provided herein or, as long as the Indenture is in effect, until applied as provided in the Indenture, be invested by Sublessor or Indenture Trustee, as the case may be, as directed from time to time in writing by and at the expense and risk of Sublessee in Permitted Investments. Any gain (including interest received) realized as the result of any such investment (net of any fees, commissions and other expenses, if any, incurred in connection with such investment) shall be applied or reinvested in the

same manner as the principal invested. The proceeds of any Liability Insurance shall be paid to or for the account of Sublessee and the Additional Insureds as their interests may appear.

## SECTION 9. REPORTS; INSPECTION

9.1 Reports. (i) Sublessee will notify Owner Participant, Sublessor and Indenture Trustee within ten (10) days after Sublessee shall have become aware of the same, as to (a) any Lien (except Permitted Liens) that shall have attached to any Unit, (b) the full particulars thereof and (c) the action, if any, taken or proposed to be taken by Sublessee in respect thereof;

(ii) On or before June 30 of each year beginning in 1993, Sublessee will provide Owner Participant and Sublessor with the aggregate mileage and type of usage (if other than passenger and mail service) for each Unit during the prior calendar year; and

(iii) Sublessee agrees that it will, promptly upon a Responsible Officer of Sublessee becoming aware of any event or condition which constitutes a Default or Event of Default, furnish Owner Participant, Sublessor, Loan Guarantor and Indenture Trustee with a written notice specifying such event or condition, the nature and status thereof and the action taken or proposed to be taken by Sublessee in respect thereof.

9.2 Inspection. At all reasonable times, Sublessor, Owner Participant, Indenture Trustee, Loan Guarantor or their respective authorized representatives or a representative of a Majority in Interest of Secured Noteholders (determined without regard to the proviso to the definition thereof) shall each have the right at its own risk and expense (except as set forth below) to inspect any Unit and to inspect and make copies of the books, records and maintenance logs of Sublessee relative thereto and relative to any sub-sublease of the Equipment; provided that (i) no exercise of such inspection right shall interfere with the normal operation or maintenance of such Unit by, or the business of, Sublessee (or any sub-sublessee), (ii) Sublessee (and any sub-sublessee) incurs no out-of-pocket expenses; provided, however, that during the occurrence and continuation of a Specified Default or an Event of Default, any inspection conducted shall be at Sublessee's expense and (iii) Sublessor, Indenture Trustee, Loan Guarantor, the holders from time to time of the Secured Notes and Owner Participant shall hold

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confidential all information obtained thereby in accordance with the terms of Section 14.11 of the Participation Agreement. If a Specified Default or an Event of Default shall have occurred and be continuing, on notice from any such party to Sublessee and each other such party, Sublessee shall provide access to its accountants and financial officers at reasonable times and locations taking into account the duties and responsibilities of such personnel. None of Sublessor, Indenture Trustee, Loan Guarantor, the holders from time to time of the Secured Notes, Owner Participant or any other Person shall have any duty to make any such inspection or shall any of them incur any liability or obligation by reason of not making any such inspection.

SECTION 10. SUBLESSOR'S REPRESENTATIONS AND WARRANTIES; DISCLAIMER OF WARRANTIES; QUIET ENJOYMENT

SUBLESSEE AGREES THAT IT LEASES THE EQUIPMENT AS-IS, WHERE-IS, WITH ALL FAULTS, AND IN WHATEVER CONDITION IT MAY BE. NEITHER SUBLESSOR (WHETHER ACTING IN ITS INDIVIDUAL CAPACITY OR AS TRUSTEE), OWNER PARTICIPANT NOR INDENTURE TRUSTEE MAKES OR HAS MADE, OR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, QUALITY, DURABILITY, COMPLIANCE WITH SPECIFICATIONS, CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE OF THE UNITS, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY UNIT, EITHER UPON DELIVERY THEREOF TO SUBLESSEE OR OTHERWISE, (which Units were selected by Sublessee on the basis of its own judgment without reliance upon any statements, representations or warranties made by Sublessor, Owner Participant or Indenture Trustee); it being agreed that all such risks, as between Sublessor, Ameritrust, Owner Participant, Indenture Trustee and the holder of any Secured Note on the one hand and Sublessee on the other hand, are to be borne by Sublessee. Neither Sublessor, Owner Participant nor Indenture Trustee shall have any responsibility or liability to Sublessee or any other Person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Unit or by any inadequacy thereof or deficiency or defect therein or by any other circumstances in connection therewith; (ii) the use, operation or performance of any Unit or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits, special or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Unit. Sublessee's delivery

of a Sublease Supplement relating to a Unit shall be conclusive evidence as between Sublessee and Sublessor that such Unit is in all respects satisfactory to Sublessee, and Sublessee will not assert any claim of any nature whatsoever against Sublessor, Owner Participant or Indenture Trustee based on any of the foregoing matters. Notwithstanding the foregoing, Sublessee shall have the right to assert warranty claims as provided in the Warranty Assignment.

Sublessor covenants that so long as no Event of Default shall have occurred and be continuing, neither it nor any Person acting through it will take or cause to be taken any action contrary to Sublessee's rights under the Sublease or otherwise in any way interfere with the right to the use, possession and quiet enjoyment of the Units by Sublessee or any sub-sublessee, assignee or transferee in accordance with the terms hereof.

#### SECTION 11. LAWS AND RULES

11.1 Compliance. Sublessee agrees, for the benefit of Sublessor, Owner Participant and Indenture Trustee, to comply with all applicable laws of the United States and the jurisdictions into which its operations involving the Units may extend, with the Interchange Rules of the AAR, if applicable, and with the applicable rules of the United States Department of Transportation, the Federal Railroad Administration, any successors thereto, the ICC and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units, to the extent that noncompliance with such laws and rules would materially adversely affect the title, lease, sublease, operation, maintenance, use, value, utility, useful life, warranty coverage or insurance coverage of the Units. If such laws or rules require any alteration, replacement or addition of or to any part on any Unit, Sublessee will conform therewith at its own expense; provided, that Sublessee may at its own expense and after written notice to Sublessor with respect thereto, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Sublessor, Indenture Trustee or Owner Participant, adversely affect the property or rights of Sublessor, or any holder of a Secured Note or Indenture Trustee under this Sublease or under the Indenture or would have a possibility of resulting in any criminal liability or any material civil liability on the part of Sublessor, Indenture Trustee, Owner Participant or the holder of any

Secured Note or involve any risk of loss, forfeiture or sale of the Equipment.

11.2 Reports by Sublessee. In addition to its obligations under Section 9, Sublessee agrees to prepare and deliver to Sublessor, Owner Participant and Indenture Trustee (and, if a holder of a Secured Note shall so request with respect to a report identified in such request, to such holder) within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of Sublessor and Indenture Trustee) any and all reports (other than tax returns and filings) to be filed by Sublessor, Owner Participant or Indenture Trustee (or such holder) with any federal, state or other regulatory authority solely by reason of the interests of Sublessor, Indenture Trustee and Owner Participant (or such holder) in the Units created pursuant to the Operative Documents or the leasing thereof to Sublessee. Sublessor agrees to inform Sublessee of any request for such reports received by it.

## SECTION 12. USE AND MAINTENANCE

12.1 Use and Maintenance. Sublessee (and any permitted sub-sublessee) shall use the Equipment in any manner consistent with the design of the Equipment and other than in freight service, it being understood that mail and package service shall not constitute freight service. Sublessee agrees that, at its own cost and expense, it will (i) maintain, improve and service each Unit (including any parts installed on or replacements made to any Unit and considered an accession thereto as herein below provided) which is subject to this Sublease, and comply with its own preventive maintenance schedule which will include testing, repair and overhaul of each Unit, any requirements pertaining to warranties of the Manufacturer (subject to prudent and reasonable deviations attributable to Sublessee's operations as an intercity passenger carrier) or insurance policies maintained pursuant to Section 8 hereof and in all other respects in material compliance with the Manufacturer's service bulletins and manuals, so that each Unit will remain (a) in good operating order taking into account the age of the Unit, (b) in good physical condition and appearance (ordinary wear and tear excepted), (c) in compliance with Section 11.1, (d) in accordance with Sublessee's preventive maintenance program, free of material dents, material corrosion and other material damage, (e) eligible under any Manufacturer's warranties and (f) in accordance with prevailing industry standards in the railroad industry, except that Sublessee will

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be permitted to deviate from such standards to the extent such deviation is reasonable and prudent and is attributable to the nature of Sublessee's operations as an intercity passenger carrier as compared with intraurban or commuter railroad operations; and (ii) maintain (a) all records, logs and other materials required by the then prevailing Interchange Rules, if applicable, the AAR or the United States Department of Transportation, or any other Governmental Authority having jurisdiction over the Units or Sublessee, to be maintained in respect of each Unit and (b) an up-to-date maintenance log on each Unit showing details of all mechanical inspections, repair work and other diagnostic tests performed by Sublessee, subject to Sublessee's normal document retention policy but in any event in compliance with any applicable document retention requirements under laws, regulations or similar requirements described in Section 11.1.

In no event shall any Unit be maintained with less care or scheduled for maintenance on a basis less frequent than either the maintenance or maintenance scheduling basis employed by Sublessee for similar equipment owned by or operated for or by Sublessee. Subject to the preceding sentence and without relieving Sublessee of any obligation relating to the physical condition of Units to be returned under Section 17, Sublessee may take a Unit out of service while awaiting repair so long as Sublessee takes reasonable care to prevent deterioration of the condition of such Unit beyond that attributable to the circumstances necessitating such repair and keeps such Unit otherwise eligible for applicable Manufacturer's warranties and in compliance with Section 11.1.

Sublessee also agrees not to operate or locate, or suffer to be operated or located, any Unit in any area outside of the United States except Canada (or Mexico so long as Sublessor and Indenture Trustee shall have given its prior written consent to such use) or any area excluded from coverage by any insurance required by the terms of Section 8, except in the case of a requisition by the United States of America, where Sublessee obtains indemnity in lieu of such insurance from the United States of America against the risks and in the amounts required by Section 8 covering such area.

12.2 Additions and Accessions.

(i) Subject in all events to Sections 11.1 and 12.1, Sublessee, at its own cost and expense, may from time to time make additions, modifications and improvements to the Units during the Sublease Term, provided such additions, modifications and improvements do not diminish the value, utility or remaining useful life of the Units. The additions, modifications and improvements made by Sublessee under the preceding sentence which are readily severable without causing material damage to such Units and without materially adversely affecting the value, utility or remaining useful life of the Units shall be owned by Sublessee, except to the extent such additions, modifications or improvements are made in order to comply with Sections 11.1 and 12.2(ii), or are otherwise subject to Section 12.2(ii). All such additions, modifications and improvements shall be properly maintained and serviced by Sublessee.

(ii) Any and all parts installed on and additions, modifications and improvements made to any Units (a) which are replacements of existing parts constituting part of the Units owned by Sublessor, (b) which are not readily removable without causing material damage to such Unit, (c) the cost of which is included in the Equipment Cost of such Unit, (d) in the course of ordinary and proper maintenance of the Units, or (e) which are required by law or the regulations of the ICC, the then prevailing Interchange Rules, if applicable, the United States Department of Transportation, any agency thereof, or any other applicable regulatory body, for the operation or use of such Unit, shall constitute accessions to such Unit and shall immediately, and without further act or instrument, be deemed subject to this Sublease, and Sublessee shall comply with all provisions of this Sublease, including Section 18, applicable to such accessions.

(iii) Upon termination of this Sublease, Sublessor shall have the option to purchase from Sublessee any additions, modifications or improvements not described in Section 12.2(ii) above, at the Fair Market Value of such additions, modifications or improvements.

SECTION 13.        DEFAULT

13.1 Events of Default; Remedies. The following events shall constitute Events of Default (whether any such event shall be voluntary or involuntary or shall come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) and each such event shall continue to be an Event of Default so long as, but only as long as, it shall not have been remedied:

(i) Sublessee shall fail to make any payment of Base Rent, Casualty Value or Renewal Rent within five (5) days after the same shall become due;

(ii) Sublessee shall fail to make any payment of Supplemental Rent (other than any failure to make a payment specified in clause (i) above) when due and such failure shall continue for twenty (20) days after Sublessee shall have received written notice from the Person entitled to such Supplemental Rent;

(iii) Sublessee shall fail to carry and maintain insurance on or with respect to any Unit in accordance with the requirements of this Sublease or shall fail to comply with its obligations under this Sublease if Sublessee does not carry any Property Insurance or Liability Insurance by reason of either or both of such insurances not being available on a commercially reasonable basis; provided that in the case of insurance with respect to which cancellation for any reason or material change in the types or limits of coverage shall not be effective as to any Additional Insured for 30 days after receipt by any Additional Insured of notice of such cancellation, no such failure to carry and maintain insurance shall constitute an Event of Default until the earlier of (1) the date such failure shall have continued unremedied for a period of 30 days after receipt by any Additional Insured of the notice of cancellation referred to in Section 8.1(iii)(1) or (2) the date on which such insurance is not in effect as to any Additional Insured;

(iv) any written representation or warranty made by Sublessee herein, in the Participation Agreement or in any other Operative Document to which it is a party (other than the Tax Indemnity Agreement) or made by Sublessee or any other Person in any certificate or other document delivered by Sublessee in connection herewith or

therewith shall prove at any time to have been in error in any material respect when made and such error shall be material at the time when the notice referred to below shall have been given to Sublessee and shall not have been cured within thirty (30) days after written notice thereof to Sublessee by Sublessor, Indenture Trustee or Owner Participant, or, if such error is curable but is not capable of being cured within such 30-day period, such longer period not to exceed ninety (90) additional days during which (1) Sublessee shall be diligently attempting to cure such error and (2) Sublessee's failure to cure does not result in a sale, forfeiture or loss of the Equipment or of the interest of Indenture Trustee in any portion of the Trust Indenture Estate, adversely affect the entitlement of Owner Participant to the tax benefits as described by the Tax Assumptions as set forth in Section 2 of the Tax Indemnity Agreement or expose any Indemnified Party to a risk of criminal liability or material civil liability;

(v) Sublessee shall fail to perform or observe any covenant (other than covenants relating to matters covered by subsections (i), (ii) and (iii) above), condition or agreement to be performed or observed by it hereunder, under the Participation Agreement or in any other Operative Document to which it is a party (other than the Tax Indemnity Agreement), and such failure shall not have been cured within thirty (30) days after written notice thereof to Sublessee by Sublessor, Indenture Trustee or Owner Participant, or, if such failure is curable but not capable of being cured within such 30-day period, such longer period during which (1) Sublessee shall be diligently attempting to cure such failure and (2) Sublessee's failure to cure does not result in a sale, forfeiture or loss of the Equipment or of the interest of Indenture Trustee in any portion of the Trust Indenture Estate or adversely affect the entitlement of Owner Participant to the tax benefits described in the Tax Assumptions as set forth in Section 2 of the Tax Indemnity Agreement or expose any Indemnified Party to a risk of criminal liability or material civil liability; and provided, further, however, that Sublessee's failure to perform its obligation under Section 15.2(i)(b) shall, unless cured, constitute an Event of Default thirty (30) days after such a notice is given with respect to such failure;

(vi) Sublessee shall consent to the appointment of a custodian, receiver, trustee or liquidator (or other

similar official) of itself, any Unit or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they come due, or a court of competent jurisdiction shall determine that Sublessee is generally not paying its debts as such debts become due, or Sublessee shall make a general assignment for the benefit of creditors;

(vii) Sublessee shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect) or an answer admitting the material allegations of a petition filed against Sublessee in any such proceeding, or Sublessee shall, by voluntary petition, answer or consent, seek relief under the provisions of any now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of debtors, or providing for an agreement, composition, extension or adjustment with its creditors;

(viii) an order, judgment or decree shall be entered in any proceeding by any court of competent jurisdiction appointing, without the consent (express or legally implied) of Sublessee, a custodian, receiver, trustee or liquidator (or other similar official) of Sublessee, any Unit or any substantial part of its property, or sequestering any Unit or any substantial part of the property of Sublessee, and any such order, judgment or decree or appointment or sequestration shall remain in force undismissed, unstayed or unvacated for a period of sixty (60) days after the date of entry thereof;

(ix) a petition against Sublessee in a proceeding under applicable bankruptcy laws or other insolvency laws, as now or hereafter in effect, shall be filed and shall not be stayed, withdrawn or dismissed within 60 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of debtors which may apply to Sublessee, any court of competent jurisdiction shall assume jurisdiction, custody or control of Sublessee, any Unit or any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or untermiated for a period of sixty (60) days; or

(x) any additional procedure similar to those referred to in subsections (vi), (vii), (viii) or (ix) above, for the relief of financially distressed debtors

under applicable laws is entered into by Sublessee voluntarily or involuntarily and, if such procedure shall have been entered into involuntarily, shall be unstayed and remain in effect for a period of sixty (60) consecutive days;

then, in any such case, Sublessor, at its option, may declare this Sublease in default by a written notice to Sublessee (provided, that this Sublease shall be deemed to have been declared in default without the necessity of such written notice upon the occurrence of any Event of Default described in subsection (vi), (vii), (viii), (ix) or (x) above) and at any time thereafter, Sublessor may exercise one or more of the following rights, powers or remedies as Sublessor in its sole discretion shall determine to the extent not prohibited by, and subject to compliance with any mandatory requirements of, applicable law then in effect:

(A) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Sublessee of the applicable covenants of this Sublease or to recover damages for the breach thereof;

(B) by notice in writing to Sublessee, cancel this Sublease, whereupon all right of Sublessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Sublease had never been made, but Sublessee shall remain liable as hereinafter provided; and thereupon, Sublessor may demand that Sublessee, and Sublessee shall, upon written demand of Sublessor and at Sublessee's expense forthwith return all of the Equipment to Sublessor or its order in the manner and condition required by, and otherwise in accordance with all of the provisions of Section 14, in which event Sublessee's obligation to pay Basic Rent and other Rent with respect to such Unit hereunder due for any periods subsequent to the date of such return shall terminate (except to the extent that Basic Rent and other Rent are to be included in computations under paragraph (E) or (F) below if Sublessor elects to exercise its rights under either of said paragraphs);

(C) sell any Unit at public sale, free and clear of any rights of Sublessee and without any duty to account to Sublessee with respect to such sale or for the proceeds thereof (except to the extent required by paragraph (F) below if Sublessor elects to exercise its rights under said paragraph), in which event Sublessee's obligation to pay Basic Rent and other Rent with respect

to such Unit hereunder due for any periods subsequent to the date of such sale shall terminate (except to the extent that Basic Rent and other Rent are to be included in computations under paragraph (E) or (F) below if Sublessor elects to exercise its rights under either of said paragraphs);

(D) hold, keep idle or lease to others any Unit as Sublessor in its sole discretion may determine, free and clear of any rights of Sublessee and without any duty to account to Sublessee with respect to such action or inaction or for any proceeds with respect thereto, except that Sublessee's obligation to pay Basic Rent and other Rent with respect to such Unit due for any periods subsequent to the date upon which Sublessee shall have been deprived of possession and use of such Unit pursuant to this Section 13 shall terminate (except to the extent that Basic Rent and other Rent are to be included in computations under paragraph (E) or (F) below if Sublessor elects to exercise its rights under either of said paragraphs);

(E) whether or not Sublessor shall have exercised, or shall thereafter at any time exercise, any of its rights under paragraph (A), (B), (C) or (D) above with respect to any Unit, Sublessor, by written notice to Sublessee specifying a payment date (which date shall be a Casualty Value Determination Date for the purposes of computing Casualty Value) which shall be not earlier than 30 days after the date of such notice, may demand that Sublessee pay to Sublessor, and Sublessee shall pay to Sublessor, on the payment date specified in such notice, as liquidated damages for loss of a bargain and not as a penalty (in lieu of the Basic Rent and other Rent for such Unit due after the payment date specified in such notice), whichever of the following amounts Sublessor, in its sole discretion, shall specify in such notice: (i) an amount equal to the excess, if any, of the Casualty Value for such Unit, over the present value of the Fair Market Rental Value of such Unit or, if Sublessor has leased such Unit to others pursuant to paragraph (D) above, for the period of such lease the periodic rent payable thereunder, in each case for the remainder of the Basic Term or any Renewal Term then in effect, as the case may be, as of the payment date specified in such notice, such present values to be computed on the basis of a per annum rate of discount equal to the Debt Rate, compounded semi-annually, from the respective dates upon which such rents would be paid; or (ii) an amount equal

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to the excess, if any, of the Casualty Value for such Unit computed as of the payment date specified in such notice over the Fair Market Sales Value of such Unit as of the payment date specified in such notice;

(F) if Sublessor shall have sold any Unit pursuant to paragraph (C) above, Sublessor, in lieu of exercising its rights under paragraph (E) above with respect to such Unit may, if it shall so elect, demand that Sublessee pay to Sublessor, and Sublessee shall pay to Sublessor, as liquidated damages for loss of a bargain and not as a penalty (in lieu of the Basic Rent and any other Rent for such Unit due subsequent to the Rent Payment Date next preceding such sale), any unpaid Rent for such Unit arising in any period up to and including the Rent Payment Date next preceding the date of such sale or, if earlier that on which Sublessee was deprived of possession of such Unit, and, if that date is a Rent Payment Date, the Basic Rent due on that date, plus the amount, if any, by which the Casualty Value of such Unit computed as of the Rent Payment Date next preceding the date of such sale or loss of possession or, if such sale or loss of possession occurs on a Rent Payment Date, then computed as of such Rent Payment Date, exceeds the net proceeds of such sale;

(G) apply to the obligations of Sublessee hereunder or under any other Operative Document, in any such order as Sublessor shall elect, any amounts held as security hereunder for Sublessee's obligations; and

(H) except as otherwise expressly agreed herein, exercise any other right, power or remedy which may then be available under any of the Operative Documents or which may be available to Sublessor under applicable law or proceed by court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Sublease.

In addition, Sublessee shall be liable, except as otherwise provided above, for any and all unpaid Base Rent and Supplemental Rent due hereunder before or during the exercise of any of the foregoing rights, powers or remedies and for all legal fees and other costs and expenses incurred by Sublessor, Indenture Trustee, Owner Participant, Loan Guarantor or any holder of a Secured Note by reason of the occurrence of any Event of Default or the exercise of any of Sublessor's rights, powers or remedies with respect thereto, including all costs and expenses incurred in connection with the surrender of the

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Units or in placing the Units in the condition required hereby, together, in each case, with interest thereon at the Overdue Rate; provided, that if a Unit has been repossessed, re-subleased or sold pursuant to paragraph (B), (D) or (F) above or otherwise, or redelivered pursuant to Section 14 or otherwise (including any redelivery under the Lessee Security Agreement), Sublessee shall have no further obligation under this Sublease to pay Base Rent and Supplemental Rent in respect of such Unit except for (a) Sublessee's obligation to pay any amounts of Base Rent and Supplemental Rent in respect of such Unit that on the date of repossession, re-subleasing or sale are due or overdue or that relate to the period prior to repossession, re-sublease or sale, (b) any obligations with respect to such Unit provided for in paragraphs (C) and (D) of this Section 13.1 or Section 14 and (c) the obligation to pay as Supplemental Rent all indemnity payments and other obligations set forth in Sections 6 and 7 of the Participation Agreement, under the Tax Indemnity Agreement or under Section 13.4 or 14; provided, that nothing herein shall expand or diminish the indemnities under Section 6 or 7 of the Participation Agreement or under the Tax Indemnity Agreement.

At any sale pursuant to this Section 13.1, Owner Participant and any holder of a Secured Note, or any of the foregoing, may bid for and purchase any or all of the Units.

13.2 Remedies Not Exclusive; Waiver. Except as otherwise expressly agreed herein, the remedies provided in this Sublease in favor of Sublessor shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently or consecutively, and shall be in addition to all other remedies in its favor existing at law or in equity. Sublessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is effective under applicable law. Sublessee hereby waives any and all existing or future claims to any offset against the Rent payments due hereunder, and agrees to make such payments regardless of any offset or claim which may be asserted by Sublessee or on its behalf.

Except as otherwise provided in this Sublease, Sublessee, to the full extent effective under applicable law, hereby waives all statutory or other legal requirements for any notice of any kind, any other requirements with respect to the enforcement of Sublessor's rights under this Sublease and any and all rights of redemption.

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13.3 Failure to Exercise Rights is Not Waiver. The failure of Sublessor, Owner Participant, or any holder from time to time of any Secured Note to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies, or upon the occurrence of any similar contingencies.

13.4 Indemnities. Notwithstanding anything contained in Section 13.1 to the contrary, if an Event of Default has occurred and Sublessor has exercised remedies with respect thereto, Sublessee shall be liable for all costs and expenses incurred by Sublessor and any assignee thereof by reason of such exercise of remedies.

13.5 1168 Matters. Notwithstanding any provision herein to the contrary, it is agreed between Sublessor and Sublessee that the transactions contemplated by this Sublease are intended to be entitled to the full benefits of Section 1168 of the Bankruptcy Code and, without limiting the generality of the foregoing, Sublessor and Sublessee acknowledge that this Sublease is a "lease" of rolling stock equipment and accessories within the meaning of Section 1168 of the Bankruptcy Code. To the extent permitted by law, so long as Section 1168 is in effect, Sublessee agrees that it will not, in connection with any bankruptcy proceedings involving Sublessee, take a position in the United States Bankruptcy Court that is inconsistent with the rights of Sublessor under Section 1168.

#### SECTION 14. RETURN OF UNITS UPON DEFAULT

14.1 Return of Units. Upon the date of notice of termination by Sublessor pursuant to Section 13.1(B), Sublessee shall, without expense to Sublessor, promptly redeliver the Units, or cause the Units to be redelivered, to Sublessor with all reasonable dispatch, in the same manner and in the same condition as if such Units were being redelivered on the last day of the Sublease Term in accordance with the provisions of Section 17, and all obligations of Sublessee under Section 17 shall apply to such redelivery. Sublessor, without further notice, may, but shall be under no obligation to, retake such Units wherever found and take immediate possession of and remove the same by ex parte summary proceedings or otherwise (and to the extent permitted by law, Sublessee hereby waives any requirement that Sublessor post a bond in any such summary proceeding), without Sublessor

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incurring any liability by reason of such retaking, whether for the restoration of damage to property caused by such retaking or otherwise; provided, however, that nothing herein shall be deemed or construed to constitute a waiver by Sublessee of rights accorded debtors under Section 9-503 of the UCC insofar as it relates to proceeding without judicial process.

14.2 Sublessor Appointed Agent of Sublessee. Without in any way limiting the obligation of Sublessee under the foregoing provisions of this Section 14, Sublessee hereby irrevocably appoints Sublessor as the agent and attorney of Sublessee, with full power and authority to exercise Sublessee's rights under this Section 14, at any time while Sublessee is obligated to deliver possession of any Unit to Sublessor, to demand and take possession of such Unit in the name and on behalf of Sublessee from whomever shall then be in possession of such Unit.

#### SECTION 15. ASSIGNMENT, POSSESSION AND USE

15.1 Assignment; Consent; Security for Sublessor's Obligations to Holders of Secured Notes. (i) In order to secure the indebtedness evidenced by the Secured Notes, the Indenture provides, among other things, for the assignment, by Sublessor to Indenture Trustee, of this Sublease to the extent set forth therein and for the creation of a first priority security interest in the Trust Indenture Estate in favor of Indenture Trustee for the benefit of the holders from time to time of the Secured Notes. Sublessee hereby consents to the assignment by Sublessor of Sublessor's right, title and interest in and to this Sublease to Indenture Trustee pursuant to the terms of, and to the extent set forth in, the Indenture, and agrees that, so long as any Secured Notes are Outstanding, all payments of Base Rent and Casualty Value payable hereunder shall be made to Indenture Trustee at State Street Bank and Trust Company, (A.B.A. No. 011-00-0028), Account No. 99003147, Attn: Hartford Group, or as Indenture Trustee may otherwise direct in a writing received by Sublessee at least ten (10) Business Days prior to the applicable payment date, and thereafter by wire transfer to an account in New York, New York designated by Owner Trustee or at such place or to the attention of such Person or department as Sublessor may specify from time to time in writing delivered to Sublessee not less than ten (10) Business Days prior to the due date of the payment to be made at the place specified in such writing.

(ii) Unless and until Sublessee shall have received written notice from Indenture Trustee that the Lien of the Indenture has been released, the terms and provisions of the Indenture shall govern as to whether (a) the consent or agreement of either Sublessor or Indenture Trustee, or both, shall be required in order to effect any consent, amendment or modification of, or waive any requirements under, this Sublease and (b) Sublessor or Indenture Trustee, or both, may exercise any right, privilege or remedy of Sublessor provided for in this Sublease.

15.2 Sublessee's Rights to Use the Units, to Permit Use Thereof by Others and to Sub-sublease the Units; No Liens.

(i)(a) So long as no Event of Default shall have occurred and be continuing hereunder, Sublessee and its permitted sub-sublessees shall be entitled to the quiet enjoyment, possession and use of the Units in accordance with the terms of this Sublease. Sublessee shall not assign or sub-sublease its interest in the Units under this Sublease except as provided in paragraph (ii) below.

(b) Sublessee will not, directly or indirectly, create, incur, assume or suffer to exist any Lien on or with respect to any Unit, any part thereof, the title thereto or any interest therein (other than Permitted Liens). Without limiting the generality of the foregoing, Sublessee, at its own expense, will forthwith pay or discharge any and all sums claimed by any party which become a Lien (other than Permitted Liens) upon or with respect to any Unit (including any accession thereto), or the interest of Sublessor, Owner Participant, Indenture Trustee or Sublessee therein, and will promptly discharge any such Lien which arises; provided, that Sublessee may at its own expense and after written notice to Sublessor with respect thereto, in good faith, contest the validity or application of any such Liens in any reasonable manner which does not, in the reasonable opinion of Sublessor, Owner Participant or Indenture Trustee, materially adversely affect the property or rights of Sublessor or Indenture Trustee under this Sublease or under the Indenture or would have a material possibility of resulting in any criminal liability or any material civil liability on the part of Sublessor, Indenture Trustee, Owner Participant or the holder of any Secured Note or involve any risk of loss, forfeiture or sale of the Equipment.

(ii) So long as no Specified Default or Event of Default shall have occurred and be continuing hereunder, Sublessee shall be entitled to enter into a sub-sublease with the Units subject to all the terms and conditions of this Sublease; provided, that Sublessee's obligations hereunder shall continue in full force and effect as the obligations of a principal and not of a surety irrespective of any such sub-sublease; and provided, further, however, that, without Sublessor's prior written consent, not to be unreasonably delayed (after Sublessee provides all promptly and reasonably requested information concerning the proposed sub-sublease) or withheld, Sublessee may not enter into any sub-sublease (x) the term of which shall be in excess of one (1) year (unless Sublessee is operating or maintaining the Equipment subject to such sub-sublease, in which case no such consent shall be required) or (y) with a foreign carrier operating in Mexico. Each sub-sublease permitted by this paragraph shall (a) without the prior written consent of Sublessor and Indenture Trustee, be expressly subject and subordinate to all of the provisions of the Lease and this Sublease and to the rights and remedies of Indenture Trustee under the Indenture and Sublessor under this Sublease in respect of the Units covered by such sub-sublease, (b) be for a term not extending beyond the end of the Base Lease Term or the end of the Renewal Term then in effect, unless such sub-sublease provides for Sublessee's right to substitute similar equipment thereunder and (c) be consistent with Sublessee's actual business activities; provided, however, that intra-city passenger use of the Equipment shall not be deemed to be inconsistent with Sublessee's actual business activities.

(iii) Sublessee agrees not to operate or locate any Unit, or to suffer any Unit, by sub-sublease or otherwise, to be operated or located, so as to cause a violation of the first sentence of Section 12.1 or in any area outside of the United States except Canada (or Mexico so long as Sublessor shall have given its prior written consent to such use) or any area excluded from coverage by any insurance policy required by the terms of Section 8 hereof, except in the case of a requisition for use by the United States Government where Sublessee (or any sub-sublessee) has obtained, prior to the operation or location of the Unit in such area, indemnification or insurance in lieu of such indemnification from the United States Government against the risks and in the amounts required by, and in compliance with, Section 8 hereof covering such area.

(iv) Sublessee agrees to give written notice to Sublessor of any sub-sublease having a term in excess of one

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(1) year. Sublessee shall, within five (5) Business Days after the execution of any such sub-sublease, deliver a true and complete copy thereof to Owner Participant, Sublessor and, so long as Secured Notes are outstanding under the Indenture, Indenture Trustee and Loan Guarantor.

15.3 Transfers by Sublessor. Sublessor shall not transfer its interest in this Sublease except in compliance with Section 10 of the Participation Agreement and Article X of the Trust Agreement. No such transfer by Sublessor shall interfere with Sublessee's rights under this Sublease with respect to Sublessee's use of the Units.

#### SECTION 16. PURCHASE OPTIONS; RENEWAL OPTIONS

##### 16.1 Special Purchase Option.

If this Sublease has not been earlier terminated, then Sublessee may on the Special Purchase Date, by written notice delivered to Sublessor and Owner Participant not less than 60 days prior to such Special Purchase Date, elect to purchase the Leasehold Interest with respect to not less than the lesser of (x) fifty percent (50%) of the original Units subject hereto, less any Units which shall have suffered a Casualty Occurrence and (y) the Units then subject to this Sublease at a purchase price equal to the Special Purchase Price less an amount equal to any Base Rent paid in advance with respect to such Units on such Special Purchase Date (such Units to be randomly selected). Sublessee may elect to pay a portion of the purchase price under this Section 16.1 by causing to be issued, in exchange for a like principal amount of Secured Notes in accordance with Section 2.04 of the Indenture, notes having an aggregate principal amount up to the aggregate principal amount of Secured Notes that would have been mandatorily prepaid pursuant to Section 6.02 of the Indenture had Sublessee paid such Special Purchase Price entirely in cash. The balance of the Special Purchase Price, together with all other Rent then due, shall be paid to Sublessor, in cash or other immediately available funds, on the Special Purchase Date. The Sublease shall terminate and Sublessee's exercise of any purchase option under Section 16.1 shall be effective only upon payment in full of the applicable Special Purchase Price on the due date therefor and, if applicable, in compliance with Section 2.04 of the Indenture.

16.2 End of Term Purchase Options.

(i) If this Sublease has not been earlier terminated, then Sublessee may on the Base Lease Termination Date, by irrevocable written notice delivered not less than 180 days prior to such Date, commit to purchase the Leasehold Interests with respect to not less than the lesser of (x) fifty percent (50%) of the original Units subject hereto, less any Units which shall have suffered a Casualty Occurrence and (y) the Units then subject to this Sublease at a purchase price equal to the Fair Market Value thereof (as determined below) payable on the Base Lease Termination Date (such Units to be randomly selected).

(ii) If this Sublease has not been earlier terminated, then Sublessee may by irrevocable written notice delivered to Sublessor not less than 180 days prior to the end of any Renewal Term, commit to purchase the Leasehold Interests with respect to not less than the lesser of (x) fifty percent (50%) of the original Units subject hereto, less any Units which shall have suffered a Casualty Occurrence and (y) the Units then subject to this Sublease, at a purchase price equal to the Fair Market Value thereof payable on the last day of such Renewal Term (such Units to be randomly selected).

16.3 Further Assurances. Upon payment of the purchase price of the Leasehold Interest with respect to any Units pursuant to an exercise by Sublessee of any option to purchase under this Section 16, Sublessor shall, upon request and at the expense of Sublessee, execute and deliver to Sublessee, or Sublessee's assignee or nominee, such instrument as will transfer to Sublessee the Leasehold Interest in such Units, as-is, where-is, without recourse, representation or warranty of any kind other than that such Leasehold Interest and the related Units are free and clear of all Sublessor's Liens and Owner Participant's Liens. Upon Sublessee's purchase of the Leasehold Interest with respect to any Units pursuant to this Section 16 at a time when Sublessee is also Lessor under the Lease then, with respect to such Units, there shall be a merger of this Sublease and the leasehold interest created hereby with the title to such Units.

16.4 Renewal Options.

(i) Renewal Terms. If this Sublease has not been earlier terminated and no Specified Default or Event of Default shall be continuing on the effective date of the renewal, Sublessee may elect, by irrevocable written notice delivered to Sublessor and Owner Participant, with respect to not less than the lesser of (x) fifty percent (50%) of the original Units subject hereto, less any Units which shall have suffered a Casualty Occurrence, and (y) the Units then subject to this Sublease, (such Units to be selected randomly) to extend this Sublease as follows:

(a) at the end of the Base Lease Term, for a single period of time of one, two or three years ending on the Maximum Fixed Rate Renewal Termination Date at a semi-annual Base Rent equal to the Fixed Rate Renewal Rent; provided, however, that Sublessee shall have delivered an appraisal to Sublessor in accordance with Section 16.4(ii) below setting forth the Maximum Fixed Rate Renewal Termination Date; and provided, further, that no such renewal term shall extend beyond such Maximum Fixed Rate Renewal Termination Date (such renewal term under this clause (a) being referred to herein as a "Fixed Rate Renewal Term"); or

(b) for one or more periods (as selected by Sublessee but of not less than one year each), at Fair Market Rental (I) at the end of the Base Lease Term, if Sublessee is unable to deliver an appraisal to Sublessor that complies with the terms set forth in Section 16.4(ii) below, or (II) at the end of the Fixed Rate Renewal Term or any Fair Market Renewal Term (each, a "Fair Market Renewal Term").

Such notice shall be given not later than 180 days prior to the Base Lease Termination Date or 120 days prior to the last date of any pending Renewal Term, as the case may be, and, if the Sublease is to be extended with respect to less than all Units, Sublessee shall specify in such notice the particular Units as to which the Sublease is to be extended. The Fixed Rate Renewal Terms and the Fair Market Renewal Terms are referred to herein collectively as the "Renewal Terms", and individually as a "Renewal Term".

(ii) Appraisal. At the end of the Base Lease Term, Sublessee may deliver to Sublessor an appraisal of all of the Units then subject hereto by an independent appraiser of railroad equipment mutually acceptable to Sublessee and

Sublessor (or if no such mutually acceptable appraiser can be identified, then by a panel of appraisers selected in accordance with Section 16.5) to the effect that as of the first, second or third anniversary of the end of the Base Lease Term, as specified in such appraisal (such specified date being referred to herein as the "Maximum Fixed Rate Renewal Termination Date") (a) at least 20% of the Units' total useful life from the Delivery Date will remain and (b) the Fair Market Value of the Units (without regard to inflation or deflation from the Delivery Date) will be at least 20% of the Equipment Cost of the Units. Such appraiser shall be directed to assume for purposes of such determination that as of the Base Lease Termination Date all of the Units will be in the condition required by Section 17.

16.5 Determination of Fair Market Value and Fair Market Rental.

(i) If Sublessee has given a notice under Section 16.2 or 16.4 to the effect that not all of the Units will be returned at the Base Lease Termination Date or the end of the then pending Renewal Term, Sublessor and Sublessee agree to negotiate in good faith to determine the Fair Market Value and Fair Market Rental of the Units within 90 days after such notice has been given. If after such 90-day period, Sublessor and Sublessee are unable to agree upon a determination of the Fair Market Value or Fair Market Rental, as the case may be, of the Units, the Fair Market Value or Fair Market Rental, as the case may be, shall be determined in accordance with the appraisal procedure set forth in this Section 16.5. If either party shall have given written notice to the other requesting determination of such Fair Market Value or Fair Market Rental by such appraisal procedure, the parties shall consult for the purpose of appointing a qualified independent appraiser by mutual agreement. If no such appraiser is appointed within 15 days after such notice is given, such determinations shall be made by a panel of three independent appraisers, one of whom shall be selected by Sublessee and another of whom shall be selected by Sublessor, both selections to be made within 10 days after the end of such 15-day period, and the third of whom shall be selected by the two appraisers so selected. If Sublessor or Sublessee fails to appoint an appraiser within such 10-day period, no other appraiser shall be appointed and the appraisal shall be made solely by the appraiser appointed by the other party. If the two appraisers so selected cannot agree upon such third appraiser, such third appraiser shall be selected by the American Arbitration Association (or any successor organization) from a pool of arbitrators having

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experience in the railroad industry and a familiarity with the locomotives comparable to the Units.

(ii) If a single appraiser shall have been appointed by the parties, the determination of such appraiser shall be final and binding upon the parties. If three appraisers shall have been appointed, the average of the appraisals of the two of the three appraisers whose appraisals are the closest shall constitute the determination of the appraisers (unless one appraisal is equally close to two different appraisals, in which case the average of the three appraisals shall constitute such determination) and be final and binding upon the parties.

(iii) The appraiser or appraisers shall be provided with, and instructed to appraise in accordance with, the definitions of all terms appearing in the Operative Documents and having a bearing on the determinations subject to appraisal.

(iv) The fees and expenses of each appraiser (a) selected by Sublessee shall be paid by Sublessee, (b) selected by Sublessor shall be paid by Sublessor and (c) selected jointly by Sublessee and Sublessor or selected by the appraisers selected by Sublessee and Sublessor or selected by the American Arbitration Association (or any successor organization) shall be paid one-half by Sublessee and one-half by Sublessor; provided, that the expenses of any appraisal carried out pursuant to Section 13 shall be paid in their entirety by Sublessee.

#### SECTION 17. RETURN OF UNITS UPON EXPIRATION OF TERM

17.1 Redelivery. (i) When the Units are to be redelivered at the expiration of the Base Lease Term or any applicable Renewal Term with respect thereto or, if Sublessor shall have requested storage with respect to the Units as provided hereinbelow, at the termination of any applicable storage period or at one earlier time during such a storage period as Sublessor may specify on at least thirty (30) days' notice, Sublessee shall assemble and deliver possession of the Units in accordance with the terms of this Sublease, at Sublessee's cost and expense, to not more than three (3) of Sublessee's terminals, maintenance facilities or other locations selected from a list of same prepared by Sublessee. Such list shall be provided to Sublessor not later than ninety (90) days prior to the scheduled date of any return of Units,

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shall include at least five (5) locations geographically dispersed throughout the continental United States and shall specify the maximum number of Units, not fewer than six (6), returnable at each location taking into account the track and other facilities available for such purpose at each location and the possible disruption to Sublessee's operations attendant to such return. The locations selected by Sublessor from such list and the number of Units to be delivered to each shall be specified in a written notice given by Sublessor to Sublessee at least sixty (60) Business Days (and thirty (30) days if the Units are being delivered out of storage) prior to such redelivery (each, a "Redelivery Location").

(ii) Sublessee will, at the written request of Sublessor made once not later than 60 days prior to the end of the Base Lease Term or any applicable Renewal Term with respect to any Unit, store such Unit free of charge and at Sublessee's expense, except for the cost of any insurance taken out by Sublessee for Sublessor's benefit, on storage tracks selected and owned or leased by Sublessee for a period commencing on the date of delivery thereof (it being understood that such date will begin on or after the Base Lease Termination Date or the last day of the applicable Renewal Term, as the case may be) to such storage tracks and terminating on a date not later than 120 days thereafter; provided, that Sublessor shall bear all risk of loss to such Units during such storage period. In addition, Sublessor shall have the right to store each such Unit delivered to it on storage tracks owned or leased by Sublessee for an additional period of 240 days after the expiration of the free storage period referred to in the preceding sentence; provided, that Sublessee may charge Sublessor the then normal rates charged by Sublessee to third parties for storage of locomotives of the same or similar type on its tracks, such additional storage to be at Sublessor's expense and risk.

(iii) If any Unit is inspected pursuant to Section 17.3(ii) and pursuant to Section 17.3(iii) is deemed not in the condition required by Section 17.2, Sublessee, at its expense and risk, shall within 30 days thereafter make such repairs and perform such work as shall be necessary to place such Unit in the condition required by Section 17.2; provided, however, that if Sublessee reasonably determines that it cannot repair a Unit pursuant to this Section 17.1(iii) within the period permitted herein, Sublessee may elect to (a) purchase such Unit for the greater of Fair Market Value (determined on the assumption that such Unit was in the required condition) and Casualty Value determined as of the last day of the applicable Sublease Term. Sublessee will

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provide Sublessor with notice when such Unit has been repaired so as to be in the condition required by Section 17.2. Sublessee agrees to pay Supplemental Rent in respect of each Unit not redelivered or deemed to have been redelivered in the condition required by Section 17.2, from and including the date of inspection after return of the Unit pursuant to Section 17.3 to but excluding the date the Unit has been repaired and delivered to a Redelivery Location or, if applicable, a storage location, at a daily rate equal to (x) the average annual Base Rent payment or Renewal Rent payment, as the case may be, which would have been payable during the Base Lease Term or the Renewal Term, as the case may be, had such Unit been the only Unit subject hereto for purposes of determining "Equipment Cost" divided by (y) 365. Any such Supplemental Rent shall be payable not later than 30 days after the last day of the Sublease Term with respect to such Unit.

17.2 Return. (i) At the time of any return, the Units shall be free and clear of all liens, security interests, charges and encumbrances and rights of others (except Permitted Liens, it being understood that Sublessee will promptly and diligently cause any such Permitted Liens (other than Sublessor's Liens and Owner Participant's Liens) to be discharged or bonded or otherwise secured for payment and discharge (provided that at the time of a return pursuant to Section 14.1, any such Permitted Liens (other than Sublessor's Liens and Owner Participant's Liens) shall have been discharged, bonded or otherwise secured for payment and discharge) and shall be in the condition required by Section 12 and this Section 17.2. Each Unit returned to Sublessor pursuant to this Section 17 shall (a) be in good operating condition, (b) be in compliance with Section 11.1, (c) have attached or affixed thereto any addition, modification or improvement considered an accession thereto as provided in Section 12.2(ii), (d) if requested by Sublessor, at Sublessee's expense, have removed therefrom any such addition, modification or improvement which, as provided by Section 12.2(i), is owned by Sublessee and is not purchased by Sublessor pursuant to Section 12.2(iii) and (e) at Sublessee's expense, have removed therefrom any logos or other identification marks. Sublessee shall provide to Sublessor, with respect to each Unit returned to Sublessor pursuant to this Section 17, true, correct and complete copies of all records, logs and other materials maintained by Sublessee in accordance with Section 12.1(ii).

(ii) Upon the request of Sublessor, and at Sublessor's sole expense, Sublessee shall cooperate with

Sublessor in obtaining the valid and effective issuance, or, as the case may be, transfer or amendment of all governmental action necessary or, in the reasonable opinion of Sublessor, desirable for the ownership of any Unit by Sublessor or any transferee, sublessee or assignee thereof.

17.3 Inspections. (i) Sublessee may make any or all of the Units available for inspection at no more than three (3) locations on Sublessee's route system in the United States and on no more than three (3) total occasions each at such hours and for such length of time as are mutually agreed to by Sublessor and Sublessee in order to provide Sublessor a reasonable opportunity to make the inspection described in Section 17.3(iii) of the Units to be assembled at such location on such occasions. Sublessor shall inspect all such Units pursuant to this Section 17.3(i).

(ii) Not later than thirty (30) days after the redelivery of a Unit pursuant to Section 17.1 (including a redelivery to a storage location), Sublessor or its agent may inspect such Unit to determine whether such Unit is in the condition required by Section 17.2. If Sublessor fails to object to the condition of a Unit during such period or if Sublessor removes or causes to be removed such Unit from any storage area or Redelivery Location prior to any inspection thereof, such Unit shall be deemed to have satisfied the conditions of Section 17.2.

(iii) At any inspection pursuant to this Section 17.3, qualified independent inspectors or surveyors representing both Sublessee and Sublessor, or an independent inspector or surveyor, in each case satisfactory to both Sublessor and Sublessee, shall be present at the inspection and shall within a reasonable time from the date of such inspection determine and specify in writing the agreed repairs or work, if any, necessary to place each Unit in the condition required by Section 17.2. All inspectors shall be qualified to perform such procedures. Any diagnostic tests or procedures required to determine the Unit's compliance with Section 17.2 shall be performed and completed. Sublessee and Sublessor shall bear the cost of their respective independent inspectors and surveyors.

17.4 Continuing Obligations. Any Unit not delivered on the date of expiration of the Sublease Term in accordance with Section 14 or this Section 17, as the case may be, shall continue to be subject to all of the obligations of Sublessee set forth in this Sublease. If Sublessee shall, for any reason whatsoever, fail to return any Unit at the time

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specified herein, the obligations of Sublessee as provided in this Sublease shall continue in effect with respect to such Unit until the Unit is returned to Sublessor; provided, however, that this Section 17.4 shall not be construed as permitting Sublessee to fail to meet its obligations to return any Unit in accordance with the requirements of this Sublease or constitute a waiver of an Event of Default.

#### SECTION 18. RECORDING

18.1 ICC; States. Sublessee, at its own expense, pursuant to the Participation Agreement, will cause this Sublease, each Sublease Supplement relating to the Units being delivered on the Delivery Date, the Lease, each Lease Supplement relating to the Units being delivered on the Delivery Date, the Indenture, the Indenture Supplements relating to the Units being delivered on the Delivery Date, the Lessee Security Agreement and each Lessee Security Agreement Supplement relating to the Units being delivered on the Delivery Date to be filed with the ICC pursuant to Section 11303 of the Act prior to the delivery and acceptance of any Unit and shall cause to be so filed promptly after execution and delivery thereof by all parties thereto any Lease Supplement, Sublease Supplement, Indenture Supplement and Lessee Security Agreement Supplement entered into in accordance with the Operative Documents. Sublessee, at its own expense, will further cause this Sublease, the Lease, the Indenture, the Lessee Security Agreement, any Sublease Supplements, Lease Supplements, Indenture Supplements, Lessee Security Agreement Supplements and/or appropriate financing statements or continuation statements to be filed and recorded and, from time to time when required, refiled and rerecorded, in accordance with the applicable provisions of the Uniform Commercial Code as in effect in the District of Columbia (and, if Sublessee changes its chief executive office to any state, in such state) and in any other state of the United States or the District of Columbia where filing is necessary to the reasonable satisfaction of counsel to Owner Participant and counsel to Indenture Trustee and shall do such other things to preserve and maintain the perfection and priority of the Lien of the Indenture and the Lessee Security Agreement and the ownership of the Owner Trustee in the Equipment as such counsel may reasonably request.

18.2 Continuing Obligations. Sublessee, in addition to the requirements of Section 18.1 above, will from time to time do and perform in a timely manner any other act and will execute, acknowledge, deliver, file, register, record

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and deposit (and will refile, re-register, rerecord or redeposit whenever required) any and all further instruments required by law (including without limitation continuation statements) or reasonably requested by Sublessor, Owner Participant or Indenture Trustee for the purpose of proper protection, to its satisfaction, of its respective interests in the Units, or for the purpose of carrying out the intention of this Sublease, the Lease, the Indenture and the Lessee Security Agreement.

SECTION 19. SUBLESSOR'S RIGHT TO PERFORM FOR SUBLESSEE

If Sublessee fails to perform or comply with any of its agreements contained herein, Sublessor and (but without duplication) Indenture Trustee may upon notice to Sublessee (but shall be under no obligation to) perform or comply with such agreement, and the amount of the reasonable costs and expenses of Sublessor or Indenture Trustee, as the case may be, incurred in connection with such performance or compliance, together with interest on such amount at the Overdue Rate shall be payable by Sublessee upon demand. No such performance or compliance by Sublessor or Indenture Trustee, as the case may be, shall be deemed a waiver of the rights and remedies of Sublessor, Indenture Trustee or any assignee of Sublessor against Sublessee hereunder.

SECTION 20. NOTICES

Any notices, request or other communication hereunder shall be in writing and, if mailed, shall be deemed to be duly given or made in accordance with the Participation Agreement.

SECTION 21. SEVERABILITY

Any provision of this Sublease which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[SUBLEASE]

SECTION 22. EFFECT AND MODIFICATION OF THIS  
SUBLEASE

Except for the other Operative Documents, this Sublease exclusively and completely states the rights of Sublessor and Sublessee with respect to the leasing of the Units and supersedes all other agreements, oral or written, with respect thereto. Subject to Article XIII of the Indenture, no variation or modification of this Sublease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized signatories for Sublessor and Sublessee, and if required by the Indenture, Indenture Trustee.

SECTION 23. NATURE OF THIS SUBLEASE

It is the intention of the parties hereto that this Sublease shall constitute an agreement of sublease, and prior to the exercise by Lessee of its rights to purchase the Units, nothing herein shall be construed as conveying to Sublessee any title to or ownership of the Units, the rights and interest of Sublessee hereunder with respect to and in the Units being those of a sublessee only.

SECTION 24. EXECUTION

This Sublease may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. To the extent, if any, that this Sublease or any Sublease Supplement constitutes chattel paper or other collateral within the meaning of the Uniform Commercial Code (or other law respecting security interests) as in effect in any applicable jurisdiction, no security interest in Sublessor's interest under this Sublease or any such Sublease Supplement may be created through the transfer or possession of any counterpart of this Sublease or such Sublease Supplement other than the original executed counterpart No. 1 hereof or thereof, which shall be identified as the counterpart containing the receipt therefor executed by Indenture Trustee on the signature page hereof or thereof.

SECTION 25. LAW GOVERNING

The terms of this Sublease and all rights and obligations hereunder shall be governed by the law of the District of Columbia applicable to contracts executed and delivered, and to be fully performed, in the District of Columbia, without regard to its principles of conflicts of law; provided, that the parties shall be entitled to all rights conferred by Section 11303 of the Act.

SECTION 26. VOLUNTARY TERMINATION BY SUBLESSEE

At any time on or after the fifth anniversary of the Delivery Date with respect to not less than the lesser of (x) fifty percent (50%) of the original Units subject to the Lease, less any Units that have been subject to a Casualty Occurrence and (y) the Units then subject to the Sublease (such Units to be randomly selected), if Sublessee shall have determined that such Units shall have become obsolete or operationally uneconomic or surplus to Sublessee's requirements and shall have furnished to Sublessor a certificate executed by an engineering or financial officer of Sublessee having a title of Vice President or higher to such effect, Sublessee shall have the right at its option, on at least 120 days' prior written notice to Sublessor, Owner Participant and, if any Secured Note is then Outstanding, Indenture Trustee, to terminate this Sublease with respect to such Units on the Rent Payment Date following such determination and specified in such notice (a "Termination Date"). Sublessor may, by notice to Sublessee given on or before the 15th day after the date of Sublessee's termination notice, elect to terminate this Sublease with respect to such Units as of the Termination Date without further liability or obligation of Sublessee under this Section 26 with respect to such Unit except the obligation to pay any Base Rent payable in arrears on such Termination Date calculated in accordance with clause (B) below and Sublessor will prepay and retire a pro rata portion of the Outstanding Secured Notes pursuant to the terms thereof.

Unless Sublessor shall have elected to terminate this Sublease with respect to such Unit in accordance with the immediately preceding sentence, Sublessee, as agent for Sublessor, shall use its best efforts on a commercially reasonable basis to obtain bids for the cash purchase on the Termination Date of such Unit during the period from the giving of such notice until the Termination Date. Sublessee, however, shall have no liability for any failure to obtain the

best bid for the Equipment. Sublessee shall certify to Sublessor in writing the terms and amount of each bid received by Sublessee and the name and address of the Person (who shall not be Sublessee or any Person acting for or affiliated with Sublessee) submitting such bid. Sublessor may, at Sublessor's expense, independently obtain bids for such purchase and certify them to Sublessee as provided in the next preceding sentence.

On the Termination Date, unless Sublessor shall have elected to terminate this Sublease pursuant to the last sentence of the first paragraph of this Section 26, Sublessor shall sell such Unit for cash to a third party who shall have submitted the highest bid prior to such date; provided, however, that Sublessee shall have the right to withdraw its election to terminate and reject each bid, if any, theretofore received; provided, further, however, that Sublessee may withdraw such election no more than two (2) times and, upon any such revocation, Sublessee shall reimburse each of Sublessor, Loan Guarantor, Owner Participant, the holders of the Secured Notes and Indenture Trustee for all reasonable out-of-pocket expenses incurred by it in connection with the revoked termination and this Sublease shall continue in full force and effect with respect to such Unit. The total sale price realized at such sale, net of all fees and expenses of the sale incurred by Sublessor, Sublessee, Owner Participant and Indenture Trustee in connection with the sale (including commissions) shall be received by Sublessor and, in addition, on the date of such sale Sublessee shall pay to Sublessor the sum of: (A) the amount, if any, by which the Casualty Value for such Unit computed as of the Termination Date exceeds such total sales price net of such fees and expenses, (B) the installment of Base Rent due on the Termination Date and (C) all other amounts, whether Rent or otherwise, owing by Sublessee to Sublessor, Owner Participant, Indenture Trustee and any holder of a Secured Note under any Operative Document, under the Participation Agreement and the Tax Indemnity Agreement. Sublessor may, but shall be under no duty to, solicit bids, inquire into the efforts of Sublessee to obtain bids or otherwise take action in connection with any such sale other than to transfer to the purchaser named in the highest cash bid certified by Sublessee to Sublessor against payment therefor and payment of all other sums payable to Sublessor under this Section 26, all Sublessor's right, title and interest in and to such Unit; provided, however, that Sublessor shall have no such obligation if Lessor has not complied with Section 6.4 of the Lease with respect to such Unit on the Termination Date. Upon such payment, if any, this Sublease shall terminate with respect to such Unit and

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Sublessor will transfer without recourse, representation or warranty, except as to the absence of Sublessor's Liens and Owner Participant's Liens, to the purchaser thereof, all of Sublessor's right, title and interest in and to such Unit. If no sale shall have occurred on the Termination Date, this Sublease shall continue in full force and effect as to such Unit as if no notice of termination had been given.

At least thirty (30) days (or such shorter period as is acceptable to Indenture Trustee) prior to the Termination Date, Sublessee shall furnish, or cause to be furnished, to Indenture Trustee and Owner Participant, in writing, all pertinent information required to be included in the notice to be given by Indenture Trustee pursuant to Section 6.05 of the Indenture and described in subsections (a), (b) and (c) thereof.

#### SECTION 27. ASSIGNMENT

Sublessee may not assign its rights and obligations under this Sublease and the other Operative Documents without the prior written consent of Sublessor (such consent not to be unreasonably withheld), except that no such consent shall be required in the case of an assignment to a wholly-owned subsidiary of Sublessee, provided that Sublessee guarantees such subsidiary's obligations under the Sublease in a form of guaranty reasonably satisfactory to Sublessor. Notwithstanding the foregoing, Sublessee may, without the consent of Sublessor, assign its interest hereunder to any corporation into or with which it shall be merged or consolidated or to whom it shall transfer substantially all of its property so long as the net worth of the surviving entity shall be no less than that of Sublessee immediately prior to such merger or transfer.

Notwithstanding the preceding paragraph, an assignment under this Section either to a subsidiary or resulting from a merger, consolidation or transfer of all or substantially all of Sublessee's property shall be subject to the following conditions precedent:

(a) the assignee shall have entered into an agreement or agreements, reasonably satisfactory in form and substance to Sublessor and Indenture Trustee, whereby such assignee shall agree to become a party to the Operative Documents to which Sublessee is a party and to be bound by the terms thereof and shall make representations and warranties as to the assignee to the

[SUBLEASE]

effect in all material respects as Sublessee's representations and warranties set forth in Section 4.1 of the Participation Agreement;

(b) such assignee and such guarantor, if any, have the requisite power and authority and legal right to enter into and carry out the transactions contemplated hereby;

(c) an opinion of counsel of the assignee or Sublessee, confirming the matters referred to in clause (b) above (with appropriate reliance on certificates of corporate officers or public officials as to matters of fact and subject to customary exceptions) and confirming that the agreement or agreements referred to in clause (a) above are legal, valid, binding and enforceable obligations of the assignee and that the guarantee referred to in the first sentence of this Section, if any, is the legal, valid, binding and enforceable obligation of Sublessee, shall be provided, at least three (3) Business Days prior to such assignment, to Sublessor and Indenture Trustee, which opinion shall be in form and substance reasonably satisfactory to each of them; and

(d) Sublessee shall give written notice to Sublessor of any such assignment.

#### SECTION 28. SUBLESSOR

Whenever the term "Sublessor" is used in this Sublease it shall apply and refer to Sublessor and (to the extent assigned by Sublessor) any permitted assignee of Sublessor (including, so long as any indebtedness evidenced by the Secured Notes or interest thereon shall remain unpaid or any other obligation thereunder be continuing, Indenture Trustee, all as more fully provided in Section 15.1(ii)).

#### SECTION 29. LIABILITY OF SUBLESSOR LIMITED

It is expressly agreed, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Sublessor are made and intended not as personal representations, warranties, covenants, undertakings and agreements by Ameritrust or for the purpose or with the intention of binding Ameritrust

[SUBLEASE]

personally, but are made and intended for the purpose of binding only the Trust Estate, and this Sublease is executed and delivered by Ameritrust not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and no personal liability or personal responsibility, except in the case of willful misconduct or gross negligence of Sublessor (other than with respect to the handling of funds, in which case Sublessor shall be accountable for its failure to exercise ordinary care), is assumed by or shall at any time be asserted or enforceable against Ameritrust on account of this Sublease or on account of any representation, warranty, covenant, undertaking or agreement of Sublessor, either expressed or implied herein, all such personal liability, if any, being expressly waived and released by Sublessee and by all Persons claiming by, through or under it, and that all recourse against Ameritrust or Owner Participant under this Sublease shall be limited to the Trust Estate.

SECTION 30. NO MERGER

Except as provided for in Section 16.3, there shall be no merger of this Sublease or of the leasehold interest hereby created with the title to the Units, or any portion thereof or interest therein by reason of the fact that the same Person may acquire or hold directly or indirectly this Sublease or the leasehold interest created hereby or any interest in this Sublease or in any such leasehold interest as well as the title to the Units.

UNFILED SUBLEASE ADDENDUM

THIS UNFILED SUBLEASE ADDENDUM is attached to that certain Sublease of Railroad Equipment dated as of December 15, 1991 between Amtrak and Owner Trustee and shall be considered a part of such Sublease for all purposes except the filing thereof at the Interstate Commerce Commission or on any other public record. Capitalized terms used herein are used with the meanings ascribed thereto in Annex A to such Sublease.

Sublessor and Sublessee hereby agree to the following supplemental terms of the Sublease:

1. The phrase "insurers of recognized responsibility" used in Section 8.1(i) of the Sublease shall refer to insurers of nationally recognized responsibility in the railroad industry.

2. (i) Notwithstanding the provisions of Section 8.1(i) of the Sublease, but subject to the remaining provisions of this paragraph, Sublessee shall maintain Liability Insurance in an aggregate amount of at least one hundred million dollars (\$100,000,000) per occurrence unless Sublessor and Indenture Trustee shall have consented to a lower amount, such consent not to be unreasonably withheld. Notwithstanding the provisions of Section 8.1(i) of the Sublease, as modified by the preceding sentence, Sublessee may terminate, discontinue or fail to renew any Property Insurance or Liability Insurance that fully satisfies the requirements specified in Section 8.1(i) as so modified if such insurance is not then available on a commercially reasonable basis; provided, that (a) prior to the termination, discontinuance or failure to renew any such Property Insurance or Liability Insurance coverage, Sublessee shall deliver to Sublessor and Indenture Trustee a certificate of an independent insurance broker to the effect that such coverage is not available to Sublessee on a commercially reasonable basis with respect to all or substantially all of Sublessee's owned or leased locomotives and (b) Sublessee shall at all times carry such coverages, in such amounts and with such self-insurance provisions as may then be available on a commercially reasonable basis. Sublessee further covenants that if such Property Insurance or Liability Insurance that fully satisfies such requirements as so modified was previously terminated, discontinued or not renewed because it was not then commercially available and later becomes commercially available, Sublessee agrees to reinstate any such Insurance. Owner Participant agrees that it will not unreasonably withhold authorization for Sublessor to grant any consent referred to in the third sentence of Section 8.1(i).

(ii) If Sublessor and Indenture Trustee receive notice from Sublessee that it intends to terminate, discontinue or fail to renew Liability Insurance in accordance with this Addendum and has otherwise complied with paragraph 2(i) above, Sublessor or Indenture Trustee may, by notice to Sublessee given within 30 days following receipt of the insurance broker's certificate referred to above, require Sublessee to take one or more Units out of service; provided, however, that at any time after receipt of such a notice and so long as same remains in effect, Sublessee may elect to deem such Units to have been subjected to a Casualty Occurrence and comply with the provisions of Section 7.3 of the Sublease with respect to such Units on the next Casualty Value Determination Date; provided, further, however, that if such Casualty Value Determination Date is after the Special Purchase Date, Sublessee shall pay Sublessor an amount equal to the excess, if any, of Fair Market Value of such Unit over the applicable Casualty Value therefor as of such Date. Nothing contained in this letter shall be construed as to limit any obligation of Sublessee under the Sublease (including the fourth sentence of Section 8.1(i) thereof) or the first sentence of paragraph 2(i) above except as specifically stated herein, and all such obligations shall remain in full force and effect.

3. This will further confirm that for a Unit to be in good operating condition within the meaning of Section 17.2(i) of the Sublease, such Unit shall (a) be capable of (1) being immediately put into use or service pulling passenger trains without having to undergo any additional maintenance, refurbishment or rebuilding and (2) taking into account the age of the Unit, routinely pulling its rated weight at its rated speed and (b) be in as good physical condition and appearance as required by the Sublease but in all events (1) all glass will be intact and free of cracks, (2) body damage and material corrosion shall have been repaired in a workmanlike manner in accordance with AAR and FRA standards, (3) paint will be in reasonable condition, (4) the interiors shall be in reasonable condition, repaired according to manufacturer's, AAR and FRA standards, (5) all moveable parts such as doors, handles, hatches and other mechanisms and related parts shall be in reasonable working order and (6) electronic components (taking into account the age of the Unit) will operate within the original equipment manufacturer's published operating specifications and tolerances.

4. Any Default arising under Section 13.1(v) shall become an Event of Default unless cured within 365 days after the notice referred to therein.

5. The provisions of this Addendum shall be expressly subject to the confidentiality provisions contained in Section 14.11 of the Participation Agreement.

6. By its execution hereof, Owner Participant authorizes and directs Owner Trustee to execute and deliver this Addendum.

7. Except as expressly modified hereby, the terms of the attached Sublease shall remain in full force and effect.

# SCHEDULE I TO THE SUBLEASE

## BASIC RENT FACTORS

### PART I

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Rent Factors are expressed as percentages of  
Equipment Cost.

Rent Payment Date	Total Rent Factor	Payable in Arrears
12/29/92	3.39200000	3.39200000
6/29/93	5.38319499	5.38319499
12/29/93	3.39200000	3.39200000
6/29/94	5.38319499	5.38319499
12/29/94	3.30757333	3.30757333
6/29/95	5.46762166	5.46762166
12/29/95	3.21598728	3.21598728
6/29/96	5.55920771	5.55920771
12/29/96	3.11663474	3.11663474
6/29/97	5.65856026	5.65856026
12/29/97	3.00885709	3.00885709
6/29/98	5.76633790	5.76633790
12/29/98	2.89193991	2.89193991
6/29/99	5.88325509	5.88325509
12/29/99	2.76510815	2.76510815
6/29/00	6.01008685	6.01008685
12/29/00	2.62752105	2.62752105
6/29/01	6.14767395	6.14767395
12/29/01	2.52634390	2.52634390
6/29/02	6.24885109	6.24885109
12/29/02	2.42086584	2.42086584
6/29/03	8.30437248	8.30437248
12/29/03	2.23716298	2.23716298
6/29/04	8.48807535	8.48807535
12/29/04	1.97212430	1.97212430
6/29/05	8.75311403	8.75311403
12/29/05	1.68461033	1.68461033
6/29/06	9.04062799	9.04062799
12/29/06	1.37271518	1.37271518
6/29/07	9.35252314	9.35252314
12/29/07	1.03437132	1.03437132
6/29/08	9.69086700	9.69086700
12/29/08	0.98017446	0.98017446
6/29/09	9.74506387	9.74506387
12/29/09	0.60854315	0.60854315
6/29/10	10.11669518	10.11669518
12/29/10	0.53626192	0.53626192
6/29/11	10.18897641	10.18897641
12/29/11	5.74332080	5.74332080
6/29/12	4.98201752	4.98201752

SCHEDULE 1 TO THE SUBLEASE

PART II.

The foregoing Rent Factors are based on the following assumptions:

1. Transaction Expenses equal 2% of aggregate Equipment Cost.
2. Equipment Cost equals \$1,814,084 per unit.
3. The Delivery Date is December 30, 1991.
4. The Debt Rate equals the amount specified in paragraph 4 of Sublease Supplement No. 1.
5. The Base Lease Commencement Date is June 29, 1992.

## CASUALTY VALUE FACTORS

Casualty Value Factors are expressed as percentages of Equipment Cost.

Casualty Value Determination Date	Casualty Value Factor	Casualty Value Determination Date	Casualty Value Factor	Casualty Value Determination Date	Casualty Value Factor
1/29/92	103.34934	9/29/95	108.99847	5/29/99	103.48954
2/29/92	104.21946	10/29/95	109.60553	6/29/99	98.08827
3/29/92	105.04844	11/29/95	110.21319	7/29/99	98.54912
4/29/92	105.87981	12/29/95	107.59659	8/29/99	99.00998
5/29/92	106.71358	1/29/96	108.19651	9/29/99	99.47083
6/29/92	107.52908	2/29/96	108.79697	10/29/99	99.93219
7/29/92	108.36971	3/29/96	109.39062	11/29/99	100.39356
8/29/92	109.21265	4/29/96	109.98475	12/29/99	98.09007
9/29/92	110.04921	5/29/96	110.57937	1/29/00	98.55169
10/29/92	110.86231	6/29/96	105.61120	2/29/00	99.01331
11/29/92	111.67748	7/29/96	106.18613	3/29/00	99.47720
12/29/92	109.07856	8/29/96	106.76153	4/29/00	99.94112
1/29/93	109.87354	9/29/96	107.33653	5/29/00	100.40506
2/29/93	110.67043	10/29/96	107.90433	6/29/00	94.86552
3/29/93	111.44716	11/29/96	108.47254	7/29/00	95.31322
4/29/93	112.22566	12/29/96	105.91569	8/29/00	95.76100
5/29/93	113.00593	1/29/97	106.47581	9/29/00	96.21134
6/29/93	108.38525	2/29/97	107.03627	10/29/00	96.66361
7/29/93	109.12426	3/29/97	107.58988	11/29/00	97.11601
8/29/93	109.86471	4/29/97	108.14378	12/29/00	94.94127
9/29/93	110.59755	5/29/97	108.69797	1/29/01	95.39418
10/29/93	111.31597	6/29/97	103.59024	2/29/01	95.84722
11/29/93	112.03567	7/29/97	104.12337	3/29/01	96.30284
12/29/93	109.34788	8/29/97	104.65676	4/29/01	96.75861
1/29/94	110.05324	9/29/97	105.18968	5/29/01	97.21452
2/29/94	110.75977	10/29/97	105.71526	6/29/01	91.53006
3/29/94	111.45191	11/29/97	106.24103	7/29/01	91.96231
4/29/94	112.14511	12/29/97	103.74924	8/29/01	92.39465
5/29/94	112.83938	1/29/98	104.26645	9/29/01	92.82978
6/29/94	108.13862	2/29/98	104.78378	10/29/01	93.26702
7/29/94	108.80796	3/29/98	105.29415	11/29/01	93.70440
8/29/94	109.47828	4/29/98	105.80460	12/29/01	91.61587
9/29/94	110.14359	5/29/98	106.31512	1/29/02	92.05383
10/29/94	110.79849	6/29/98	101.05616	2/29/02	92.49193
11/29/94	111.45425	7/29/98	101.54411	3/29/02	92.93277
12/29/94	108.79097	8/29/98	102.03210	4/29/02	93.37377
1/29/95	109.43603	9/29/98	102.51982	5/29/02	93.81494
2/29/95	110.08188	10/29/98	103.00467	6/29/02	88.01500
3/29/95	110.71756	11/29/98	103.48954	7/29/02	88.43097
4/29/95	111.35393	12/29/98	101.07959	8/29/02	88.84704
5/29/95	111.99102	1/29/99	101.56158	9/29/02	89.26607
6/29/95	107.15322	2/29/99	102.04357	10/29/02	89.68735
7/29/95	107.76843	3/29/99	102.52556	11/29/02	90.10877
8/29/95	108.38430	4/29/99	103.00755	12/29/02	88.10981

## CASUALTY VALUE FACTORS

Casualty Value Factors are expressed as percentages of Equipment Cost.

Casualty Value Determination Date	Casualty Value Factor	Casualty Value Determination Date	Casualty Value Factor	Casualty Value Determination Date	Casualty Value Factor
1/29/03	88.53187	9/29/06	65.15777	5/29/10	46.96939
2/29/03	88.95408	10/29/06	65.51761	6/29/10	37.18829
3/29/03	89.38071	11/29/06	65.87854	7/29/10	37.45864
4/29/03	89.80754	12/29/06	64.86863	8/29/10	37.73095
5/29/03	90.23455	1/29/07	65.23254	9/29/10	38.01261
6/29/03	82.36946	2/29/07	65.59759	10/29/10	38.30237
7/29/03	82.75884	3/29/07	65.96948	11/29/10	38.59426
8/29/03	83.14836	4/29/07	66.34257	12/29/10	38.35366
9/29/03	83.54253	5/29/07	66.71686	1/29/11	38.64916
10/29/03	83.94030	6/29/07	57.75621	2/29/11	38.94686
11/29/03	84.33827	7/29/07	58.09304	3/29/11	39.25435
12/29/03	82.49988	8/29/07	58.43124	4/29/11	39.56413
1/29/04	82.89887	9/29/07	58.77700	5/29/11	39.87624
2/29/04	83.29807	10/29/07	59.12887	6/29/11	30.02218
3/29/04	83.70195	11/29/07	59.48225	7/29/11	30.25848
4/29/04	84.10608	12/29/07	58.80360	8/29/11	30.49675
5/29/04	84.51047	1/29/08	59.16085	9/29/11	30.74478
6/29/04	76.43984	2/29/08	59.51964	10/29/11	31.00840
7/29/04	76.81348	3/29/08	59.88619	11/29/11	31.27423
8/29/04	77.18750	4/29/08	60.25437	12/29/11	25.81054
9/29/04	77.56671	5/29/08	60.62417	1/29/12	26.01988
10/29/04	77.94999	6/29/08	51.32251	2/29/12	26.23097
11/29/04	78.33372	7/29/08	51.61134	3/29/12	26.45401
12/29/04	76.74642	8/29/08	51.90121	4/29/12	26.67892
1/29/05	77.13171	9/29/08	52.19883	5/29/12	26.90569
2/29/05	77.51747	10/29/08	52.50265	6/29/12	22.18845
3/29/05	77.90855	11/29/08	52.80764		
4/29/05	78.30015	12/29/08	52.13456		
5/29/05	78.69227	1/29/09	52.44286		
6/29/05	70.34570	2/29/09	52.75236		
7/29/05	70.70497	3/29/09	53.06934		
8/29/05	71.06489	4/29/09	53.38761		
9/29/05	71.43070	5/29/09	53.70716		
10/29/05	71.80118	6/29/09	44.30092		
11/29/05	72.17241	7/29/09	44.57928		
12/29/05	70.86048	8/29/09	44.85910		
1/29/06	71.23393	9/29/09	45.14720		
2/29/06	71.60815	10/29/09	45.44201		
3/29/06	71.98841	11/29/09	45.73843		
4/29/06	72.36949	12/29/09	45.42886		
5/29/06	72.75142	1/29/10	45.72948		
6/29/06	64.10863	2/29/10	46.03177		
7/29/06	64.45546	3/29/10	46.34256		
8/29/06	64.80328	4/29/10	46.65510		

[SUBLEASE SUPPLEMENT]

EXHIBIT A TO SUBLEASE  
OF RAILROAD EQUIPMENT

SUBLEASE SUPPLEMENT NO. \_\_\_\_

THIS SUBLEASE SUPPLEMENT NO. \_\_\_\_ dated as of \_\_\_\_\_, 19\_\_ (this "Sublease Supplement") between AMERITRUST COMPANY NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee under that certain Trust Agreement dated as of December 15, 1991 between CARGILL LEASING CORPORATION and such trustee, as sublessor, and NATIONAL RAILROAD PASSENGER CORPORATION (also known as AMTRAK), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, as sublessee, pursuant to and in accordance with the Sublease of Railroad Equipment dated as of December \_\_, 1991 between Sublessor and Sublessee (as amended and supplemented to the date hereof, the "Sublease").

1. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Sublease Supplement have the respective meanings specified therefor in Annex A to the Sublease, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

2. The Units covered by this Sublease Supplement are described in Schedule 1 attached hereto.

3. The Equipment Cost for each Unit is \$\_\_\_\_\_.

4. The Debt Rate equals \_\_\_\_% per annum based on a year consisting of twelve (12) thirty (30) day months.

5. The Interim Term of the Sublease for the Units covered by this Sublease Supplement shall commence on the date of this Sublease Supplement and shall terminate on \_\_\_\_\_, 1992 unless terminated or extended pursuant to the terms of the Sublease. The Base Lease Term of the Sublease for the Units covered by this Sublease Supplement shall commence on \_\_\_\_\_, 1992 and shall terminate at on \_\_\_\_\_, \_\_\_\_\_ unless earlier terminated or extended pursuant to the terms of the Sublease.

6. The Special Purchase Price for any Unit covered by this Sublease Supplement No. 1 equals 51.33 % of the Equipment Cost therefor.

7. By the execution and delivery of this Sublease Supplement, Sublessee and Sublessor reaffirm all of the terms, provisions and conditions of the Sublease.

8. This Supplement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument. To the extent, if any, that this Sublease Supplement constitutes chattel paper or other collateral within the meaning of the Uniform Commercial Code (or other law respecting security interests) as in effect in any applicable jurisdiction, no security interest in Sublessor's interest under this Sublease Supplement may be created through the transfer or possession of any counterpart of this Sublease Supplement other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Indenture Trustee on or immediately following the signature page hereof.

9. Sublessee hereby represents and warrants to Owner Trustee that, effective on the date hereof, the Units described in Schedule 1 hereto have been delivered to Sublessee, have been duly accepted by Sublessee and that said Schedule 1 contains a correct and complete description of said Units sufficient for the purposes of the Sublease and the Lessee Security Agreement.

[SUBLEASE SUPPLEMENT]

IN WITNESS WHEREOF, the parties have caused this Sublease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

AMERITRUST COMPANY NATIONAL  
ASSOCIATION, not in its  
individual capacity but solely  
as Owner Trustee, Sublessor

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION, Sublessee

By: \_\_\_\_\_  
Name: Richard I. Klein  
Title: Treasurer

TO THE EXTENT, IF ANY, THAT THIS SUBLEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER OR OTHER COLLATERAL WITHIN THE MEANING OF THE UNIFORM COMMERCIAL CODE (OR OTHER LAW RESPECTING SECURITY INTERESTS) AS IN EFFECT IN ANY APPLICABLE JURISDICTION, NO SECURITY INTEREST IN SUBLESSOR'S INTEREST UNDER THIS SUBLEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART NO. 1 HEREOF WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, IMMEDIATELY FOLLOWING THIS LEGEND. SUCH COUNTERPART IS THE ONLY COUNTERPART OF THE SUBLEASE SUPPLEMENT THAT CONTAINS THIS LEGEND.

Receipt of this original counterpart No. 1 of the foregoing Sublease Supplement is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

STATE STREET BANK AND TRUST COMPANY  
OF CONNECTICUT, NATIONAL  
ASSOCIATION  
as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

[SUBLEASE SUPPLEMENT]

IN WITNESS WHEREOF, the parties have caused this Sublease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

AMERITRUST COMPANY NATIONAL  
ASSOCIATION, not in its individual  
capacity but solely as Owner  
Trustee, Sublessor

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION, Sublessee

By: \_\_\_\_\_  
Name: Richard I. Klein  
Title: Treasurer

[SUBLEASE SUPPLEMENT]

STATE OF NEW YORK )  
                          ) ss  
COUNTY OF NEW YORK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]

[SUBLEASE SUPPLEMENT]

\_\_\_\_\_) )  
\_\_\_\_\_) ) ss  
\_\_\_\_\_) )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is the \_\_\_\_\_ of [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ], as Owner Trustee under such instrument, that said instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]

[SUBLEASE SUPPLEMENT]

SCHEDULE 1 TO SUBLEASE  
SUPPLEMENT NO. \_\_\_\_\_

DESCRIPTION OF UNITS

EQUIPMENT TYPE

AMTRAK  
EQUIPMENT  
NUMBERS

GENERAL ELECTRIC DASH 8-32 BWH LOCOMOTIVES

ANNEX A TO SUBLEASE

DEFINITIONS

The following terms shall have the following meanings for all purposes of the Sublease to which this Annex A is appended:

"AAR" means American Association of Railroads.

"Accredited Investor" has the meaning specified in Rule 501(a) of Regulation D promulgated under the Securities Act.

"Act" means the Interstate Commerce Act (49 U.S.C. § 10101 et seq.).

"Additional Insureds" means Sublessor, in its individual capacity and as Owner Trustee, Owner Participant, Loan Guarantor, Indenture Trustee and each holder, from time to time, of the Secured Notes.

"Advance Rental Cost" means an amount equal to the Equipment Cost of all Units delivered on a Delivery Date.

"Affiliate", with respect to any Person, shall mean any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"After-Tax Basis" means

(a) with respect to any payment to be received by a Person, the amount of such payment plus a further payment or payments so that the net amount received by such Person, after deducting from such payments the amount of all Taxes imposed currently on the Person by any taxing authority with respect to such payments (net of any current credits, deductions or other Tax benefits or the present value of any future credits, deductions, or other Tax benefits (determined using an appropriate

discount rate) arising from the payment by the Person of any amount, including Taxes, with respect to the payment received) is equal to the original payment required to be received; and

(b) with respect to any payment to be made by a Person, the amount of such payment plus a further payment or payments so that the sum of such payments, reduced by the amount of any current credits or other Tax benefits or the present value of future credits or other Tax benefits (determined using an appropriate discount rate) realized by the Person under the laws of any taxing authority resulting from the making of such payments, shall be equal to the original payment required to be made;

provided, however, for the purposes of this definition, it shall be assumed that, except as otherwise provided in the appropriate section of any Operative Document where such defined term is used, (i) federal income taxes are payable by such Person at the highest marginal statutory rate applicable to corporations from time to time, (ii) state and local income taxes are payable at the actual marginal combined state and local income tax rate of the indemnified Person as reasonably determined by such Person, and (iii) such Person has sufficient income to utilize any deductions, credits (other than foreign tax credits, the use of which shall be determined on an actual basis) and other Tax benefits arising from any payments described above.

"Aggregate Casualty Payment" has the meaning specified in Section 7.3 of the Sublease.

"Amendment" means any amendment, modification, waiver or consent in respect of any provisions of the Sublease or the Lease.

"Ameritrust" means Ameritrust Company National Association in its individual capacity.

"Amtrak" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, also known as Amtrak.

"Applicable Law" has the meaning specified in Section 9.01 of the Trust Agreement.

"Appraiser" means Independent Equipment Company.

"Assumed Principal Amount" has the meaning specified in Section 2.04(a) of the Indenture.

"Assumption Portion" for a Unit means 76.76331737% of the Equipment Cost of such Unit.

"Authorized Officer" means the President, any Vice President, any Assistant Vice President, and, with respect to Owner Trustee and Indenture Trustee, any Senior Financial Services Officer, any Financial Services Officer, or any other Officer in the Corporate Trust Department or Principal Corporate Trust Office of Owner Trustee or Indenture Trustee, as the case may be, or any other officer of the entity who has been authorized by the Board of Directors or the Executive Committee of the Board of Directors of such entity to perform the specific act or duty or to sign the specific document in question.

"Bankruptcy Code" means the Federal Bankruptcy Code (11 U.S.C. § 101 et seq.).

"Base Lease Commencement Date" means six (6) months less one day after the first Delivery Date.

"Base Lease Term" for a Unit means the period described in the second sentence of Section 3 of the Sublease.

"Base Lease Termination Date" means the date which is the twentieth (20th) anniversary of the Base Lease Commencement Date.

"Base Rent" with respect to the Equipment as of any Rent Payment Date during the Base Lease Term means the aggregate Equipment Cost of all Units then subject to the Sublease multiplied by the Rent Factor for such Rent Payment Date and as of any Rent Payment Date during a Renewal Term, the applicable Renewal Rent then due.

"Business Day" means any day other than (i) a Saturday or Sunday and (ii) a day on which state, provincial or national banking institutions are authorized or obligated by law or executive order to remain closed in the States of Ohio, Connecticut, Massachusetts and Minnesota or the District of Columbia.

"Cash Portion" for a Unit means 23.23668263% of the Equipment Cost of such Unit.

"Casualty Occurrence" with respect to any Unit means any of the following events with respect to such Unit: (i) such Unit shall be or become lost or stolen for a period in excess of 180 days (or to the end of the remaining term of the Sublease, if it first occurs), or shall be or become in the good faith opinion of Sublessee worn out or shall be destroyed or irreparably damaged, or uneconomical to repair, or rendered unfit for use in a manner consistent with Sublessee's actual

business activities from any cause whatsoever during the Sublease Term or until such Unit is returned pursuant to Section 14 or Section 17 of the Sublease (provided, however, that nothing in this subparagraph (i) shall be construed to release Sublessee from its obligations under Section 12.1 of the Sublease), (ii) title to such Unit shall be taken by any Governmental Authority by condemnation or otherwise, (iii) use of such Unit shall be taken or requisitioned by (I) any United States or Canadian Governmental Authority for a stated period which shall equal or exceed the then remaining Sublease Term or (II) any Governmental Authority (other than a United States or Canadian Governmental Authority), for a period which shall exceed six (6) months or (iv) as a result of any rule, regulation, order or other action by any Instrumentality, the use of such Unit in a manner consistent with Sublessee's actual business activities shall have been prohibited for a continuous period of eighteen (18) months (or beyond the end of the remaining Sublease Term, if it first occurs) (it being understood that nothing in this clause (iv) shall be deemed to limit Sublessee's obligations under Section 11.1 of the Sublease).

"Casualty Value" has the meaning specified in Section 7.5 of the Sublease.

"Casualty Value Determination Date" means with respect to any Casualty Occurrence the first monthly anniversary of the Base Lease Commencement Date listed on Schedule 2 to the Sublease that is at least 30 days after such Casualty Occurrence.

"Casualty Value Factor" as of any Casualty Value Determination Date (i) during the Interim Term or the Base Lease Term means the percentage set forth opposite the relevant Casualty Value Determination Date on Schedule 2 to the Sublease, as such Casualty Value Factor may have been adjusted pursuant to Section 4.3 of the Sublease or Section 9 of the Tax Indemnity Agreement and (ii) during any Renewal Term means the percentage for such Casualty Value Determination Date determined in accordance with Section 7.5 of the Sublease.

"Certificate of Authentication" means a certificate of authentication executed and delivered by Indenture Trustee pursuant to Section 3.01 of the Indenture in substantially the form set forth in Appendix A to the Indenture.

"Change in Tax Law" means with respect to any Unit (i) any change, in the Code or Treasury Regulations, which affects the Net Economic Return, is enacted or promulgated prior to the Delivery Date or proposed prior to the Delivery Date and, in the case of the Code, is enacted prior to January 31, 1993 or (ii) a revenue ruling or other official published

administrative pronouncement which revenue ruling or pronouncement is issued or rendered prior to the Delivery Date.

"Claims" has the meaning specified in Section 6.2(i) of the Participation Agreement.

"Clayton Act" means the Clayton Act (15 U.S.C. § 12 et seq.).

"Code" means the Internal Revenue Code of 1986.

"Commitment" of a Participant means (i) in the case of Owner Participant, an amount equal to the aggregate Cash Portion to be provided to Owner Trustee pursuant to Section 2.3(i) of the Participation Agreement and (ii) in the case of a Loan Participant, the amount of the secured loan to be made by such Loan Participant pursuant to Section 2.5(i) of the Participation Agreement.

"Consent and Agreement" means the Consent and Agreement of Manufacturer dated as of December 15, 1991 whereby Manufacturer consents and agrees to the terms and conditions of the Warranty Assignment.

"Cure Rights Agreement" means that certain Cure Rights Agreement dated as of December 15, 1991 between Owner Trustee and Indenture Trustee and attached as Annex I to the FRA Subordinated Security Agreement.

"D'Accord" means D'Accord Financial Services, Inc.

"Debt Rate" has the meaning specified in paragraph 4 of Sublease Supplement No. 1.

"Default" means any event which with the lapse of time or the giving of notice, or both, would constitute an Event of Default.

"Delayed Delivery Date" has the meaning specified in Section 3.5 of the Participation Agreement.

"Delivery Date" for a Unit means the date on or as of which such Unit is subjected to the Lease and the Sublease.

"Delivery Notice" has the meaning specified in Section 3.1 of the Participation Agreement.

"Directive" has the meaning specified in Section 13.01 of the Indenture.

"Equipment" means up to eighteen (18) General Electric Dash 8-32 BWH locomotives to the extent and for so

long as they are subjected to the Lease and Sublease, together with related appliances, parts, accessories, appurtenances, additions, improvements and other equipment or components of any nature installed thereon, as specified in the Delivery Notice (but subject to Section 3.5 of the Participation Agreement) and replacements thereof and substitutions therefor, including any Replacement Units substituted for Units in accordance with Section 7.2 of the Sublease (individually, a "Unit" and, collectively, the "Equipment" or the "Units"). For avoidance of doubt, a Purchased Unit shall, from and after the date on which the Lien of the Indenture terminates in respect of such Purchased Unit in accordance with the terms thereof, not be included in the Equipment or be deemed a Unit for any purpose under the Operative Documents.

"Equipment Cost" for (i) the Equipment as of any date means \$1,814,084 times the number of Units then subject to the Lease and the Sublease and (ii) any particular Unit as of any date means \$1,814,084. Any Replacement Unit shall be deemed to have the Equipment Cost of the Unit for which it was substituted in accordance with Section 7.2 of the Sublease.

"ERISA" means the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 331 et seq.).

"Event of Default" has the meaning specified in Section 13.1 of the Sublease.

"Excepted Payments" has the meaning specified in the Granting Clauses of the Indenture.

"Excepted Rights" has the meaning specified in the Granting Clauses of the Indenture.

"Excess Amount" has the meaning specified in Section 12 of the Participation Agreement.

"Exchange Act" means the Securities Exchange Act of 1934 (15 U.S.C. §78a et seq.).

"Expenses" has the meaning specified in Section 8.01 of the Trust Agreement.

"Fair Market Renewal Term" has the meaning specified in Section 16.4 of the Sublease.

"Fair Market Rental" for a Unit means the semi-annual rent which would be obtained in an arm's-length transaction between an informed and willing lessee and an informed and willing lessor, neither being under any compulsion to lease. In determining Fair Market Rental at or as of the end of the Sublease Term or any Renewal Term, it shall be assumed that (x) for all purposes except Section 13

of the Sublease, Sublessee has complied with all of the terms, provisions and conditions of the Sublease and, in the case of a Unit, that such Unit is in the condition and configuration required upon its return to Sublessor as provided therein and the value of, and any enhancement of value attributable to, any severable improvements shall be disregarded and (y) for purposes of Section 13 of the Sublease, such Unit is in its actual condition and subject to such encumbrances then existing.

"Fair Market Value" for a Unit means the cash price which would be obtained in an arm's-length transaction between an informed and willing buyer under no compulsion to buy, and an informed and willing seller under no compulsion to sell. In determining Fair Market Value at or as of the end of the Sublease Term or any Renewal Term, it shall be assumed that (x) for all purposes except Section 13 of the Sublease, Sublessee has complied with all of the terms, provisions and conditions of the Sublease and, in the case of a Unit, that such Unit is in the condition and configuration required upon its return to Sublessor as provided therein and (y) for purposes of Section 13 of the Sublease, such Unit is in its actual condition and subject to such encumbrances then existing. The fair market value of Units to be purchased shall be determined in the aggregate for all such Units (i.e., the purchase price for all such Units shall be deemed to be the same regardless of potential Unit-to-Unit variation in condition) and the value of, and any enhancement of value attributable to, any severable improvements shall be disregarded.

"Fixed Rate Renewal Rent" with respect to any Unit means, (i) if the Maximum Fixed Rate Renewal Termination Date with respect to such Unit is the third anniversary of the Base Lease Termination Date, 25% of the average actual annual Base Rent payments during the Base Lease Term; (ii) if the Maximum Fixed Rate Renewal Termination Date with respect to such Unit is the second anniversary of the Base Lease Termination Date, 32.495% of the average actual annual Base Rent payments during the Base Lease Term; and (iii) if the Maximum Fixed Rate Renewal Termination Date with respect to such Unit is the first anniversary of the Base Lease Termination Date, 54.41% of the average actual annual Base Rent payments during the Base lease Term, as such percentages may be adjusted in accordance with Section 16 of the Participation Agreement.

"Fixed Rate Renewal Term" has the meaning specified in Section 16.4 of the Sublease.

"Former Holders" shall have the meaning set forth in Section 9.02(e) of the Indenture.

"FRA" means the Federal Railroad Administrator of the Department of Transportation.

"FRA Contingent Lien" means the contingent lien contemplated in the last sentence of Section 3 of the Release and Consent.

"FRA Note" means that certain Note dated as of October 5, 1983 from Amtrak to the FRA.

"FRA Security Agreement" means that certain Security Agreement dated October 5, 1983 by and between Amtrak and the FRA.

"FRA Subordinated Security Agreement" means that certain FRA Subordinated Security Agreement dated as of December 15, 1991 by and between Amtrak and the FRA.

"Governmental Authority" means any federal, state or local government or other governmental authority in the United States or any foreign government or any political subdivision or governmental authority thereof or any territory or possession of the United States or any international authority.

"Grant" and "Granted" have the meanings specified in the Granting Clauses of the Indenture.

"ICC" means the United States Interstate Commerce Commission or any successor agency thereto.

"Indemnified Parties" means Owner Participant, Owner Trustee, Ameritrust, Indenture Trustee, Loan Guarantor, Loan Participants, each other holder from time to time of any Secured Note or a note issued pursuant to Section 2.04 of the Indenture (including, in the case of each of the foregoing, as to any such corporation, any corporation which is a member of the same affiliated group, as defined in Section 1504 of the Code, as such corporation, or the corresponding provisions of any state laws), the Trust Estate, the Trust Indenture Estate, and the successors, assigns, Affiliates, agents, officers, shareholders, directors, servants and employees of any thereof, each individually being an "Indemnified Party."

"Indenture" means that certain Trust Indenture and Security Agreement (Mortgage) dated as of December 15, 1991 among Amtrak, Owner Trustee and Indenture Trustee. Unless the context otherwise requires, "Indenture" shall include each Indenture Supplement.

"Indenture Default" means an event or condition which, after notice or lapse of time, or both, would become an Indenture Event of Default.

"Indenture Event of Default" has the meaning specified in Section 12.01 of the Indenture.

"Indenture Supplement" means any amendment or supplement to the Indenture adopted in accordance with Article XIII of the Indenture, including an indenture supplement substantially in the form of either Appendix C or D to the Indenture.

"Indenture Trustee" means State Street Bank and Trust Company of Connecticut, National Association, a national banking association, in its capacity as Indenture Trustee under the Indenture.

"Installment Payment Date" means each June 29 and December 29 during the period Secured Notes are Outstanding under the Indenture, commencing June 29, 1992.

"Instrumentality" means a United States governmental agency, instrumentality, authority, entity or establishment.

"Interchange Rules" means the current interchange rules or supplements thereto of the Mechanical Division of the Association of American Railroads as the same may be in effect from time to time.

"Interim Term" for each Unit means the period prescribed therefor in Section 3 of the Sublease.

"Interim Use Agreement" means that certain Interim User Agreement dated as of December 6, 1991 between Amtrak and Manufacturer.

"Interim Use Termination Agreement" with respect to a Unit means that certain Termination and Release dated as of the Delivery Date for such Unit executed by Manufacturer.

"Investment" means the funds required to be delivered by Owner Participant to Owner Trustee on the Delivery Date pursuant to Section 3 of the Participation Agreement to finance the Cash Portion of Advance Rental Cost.

"Lease" means that certain Lease of Railroad Equipment dated as of December 15, 1991 between Amtrak, as lessor, and Owner Trustee, as lessee. Unless the context otherwise requires, "Lease" shall include each Lease Supplement.

"Lease Supplement" means a supplement to the Lease in substantially the form of Exhibit A to the Lease, entered into between Lessor and Lessee (collectively, the "Lease Supplements").

"Lease Term" for any Unit means the period beginning on the date on which the Lease Supplement extending the Lease to cover such Unit is executed and delivered and ending on the Lease Termination Date, unless sooner terminated in a manner provided in the Lease.

"Lease Termination Date" means the Base Lease Termination Date or, if applicable, any Maximum Fixed Rate Renewal Termination Date.

"Leasehold Interest" with respect to a Unit (including accessions thereto) means the rights thereto of Lessee created under the Lease.

"Lessee" means Owner Trustee in its capacity as lessee under the Lease.

"Lessee Security Agreement" means that certain Lessee Security Agreement (Mortgage) dated as of December 15, 1991 by and between Amtrak and Owner Trustee. Unless the context otherwise requires, "Lessee Security Agreement" shall include each Lessee Security Agreement Supplement.

"Lessee Security Agreement Supplement" means a supplement to the Lessee Security Agreement in substantially the form of Exhibit A to the Lessee Security Agreement, entered into between Amtrak and Owner Trustee (collectively, the "Lessee Security Agreement Supplements").

"Lessor" means Amtrak, in its capacity as lessor under the Lease.

"Liability Insurance" has the meaning specified in Section 8.1(i)(b) of the Sublease.

"Lien" means any mortgage, pledge, lien, charge, claim, encumbrance, lease, sublease, sub-sublease or security interest.

"Loan Guarantor" means General Electric Company, a New York corporation, as guarantor under the Loan Guaranty.

"Loan Guarantor Default" means an event or condition which, after notice or lapse of time or both, would become a Loan Guarantor Event of Default.

"Loan Guarantor Event of Default" means the occurrence of any of the following events:

- (a) the failure of Loan Guarantor to pay when due any amount required to be paid by it under the Loan Guaranty, and any such failure shall continue unremedied for five Business Days; or the failure of Loan Guarantor

to perform or observe any other covenant, agreement, term or condition applicable to it as set forth in the Loan Guaranty and such failure shall not have been remedied within 30 days after written notice thereof;

(b) Loan Guarantor shall consent to the appointment of or taking possession by a receiver, assignee, custodian, sequestrator, trustee or liquidator (or other similar official) of itself or of a substantial part of its property, shall fail to pay its debts generally as they come due, or shall make a general assignment for the benefit of its creditors, or shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under the bankruptcy, insolvency or other similar laws of any jurisdiction or shall consent to the entry of an order for relief in an involuntary case under any such laws or shall file an answer admitting the material allegations of a petition filed against it in any such proceeding, or shall otherwise seek relief under the provisions of any such laws providing for the reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors;

(c) an order, judgment or decree shall be entered in any proceedings by any court of competent jurisdiction appointing, without the consent of Loan Guarantor, a receiver, trustee, custodian or liquidator of Loan Guarantor or of any substantial part of its property, or any substantial part of the property of Loan Guarantor shall be sequestered, and any such order, judgment or decree or appointment or sequestration shall remain in force undismitted, unstayed or unvacated for a period of 60 days after the date of entry thereof;

(d) a petition against Loan Guarantor in a proceeding or case under the bankruptcy, insolvency or other similar laws of any jurisdiction having jurisdiction over Loan Guarantor (as now or hereafter in effect) shall be filed and shall not be withdrawn or dismissed within 60 days thereafter, or, in case the approval of such petition by a court of competent jurisdiction is required, the petition as filed or amended shall be approved by such a court as properly filed and such approval shall not be withdrawn or the proceeding dismissed within 60 days thereafter, or a decree or order for relief in respect of Loan Guarantor shall be entered by a court of competent jurisdiction in an involuntary case under any such laws, and such decree or order shall remain unstayed in effect for a period of 60 days, or if, under the provisions of any law providing for reorganization or winding-up of corporations which

may apply to the Loan Guaranty, any court of competent jurisdiction shall assume jurisdiction, custody or control of Loan Guarantor or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unterminated for a period of 60 days;

(e) any written representation or warranty made by Loan Guarantor in the Loan Guaranty shall prove at any time to have been in error in any material respect when made and such error shall be material at the time when the notice referred to below shall have been given to Loan Guarantor and shall not be cured within 10 Business Days after written notice thereof to Loan Guarantor; or

(f) the Loan Guaranty shall cease for any reason to be in full force and effect, and such ineffectiveness is not cured within 10 Business Days after a Responsible Officer of Loan Guarantor shall have received actual knowledge thereof.

"Loan Guaranty" means that certain Loan Guaranty Agreement dated as of December 15, 1991 by Loan Guarantor in favor of Indenture Trustee and Loan Participants and each holder from time to time of the Secured Notes.

"Loan Participants" means the parties listed on Schedule I to the Participation Agreement.

"Majority in Interest of Secured Noteholders" means, as of a particular date of determination, the holder or holders of in excess of 25% in aggregate principal amount of all Secured Notes Outstanding as of such date (excluding any Secured Notes then held by Owner Trustee, Owner Participant or Amtrak or any Affiliate of any thereof unless all Secured Notes then Outstanding are held by Owner Trustee, Owner Participant and Amtrak and their Affiliates); provided, however, so long as (i) the Loan Guaranty has not been terminated, (ii) no Loan Guarantor Event of Default has occurred and is continuing and (iii) no Indenture Event of Default under Section 12.01(c) of the Indenture which has occurred solely by reason of Sublessee's failure to pay as Supplemental Rent under the Sublease any amount or amounts due and payable under Sections 6 or 7 of Participation Agreement to one or more holders or Former Holders of Secured Notes as of such date, shall have continued unremedied and uncured for 90 days after notice of such Indenture Event of Default shall have been sent by a Majority in Interest of Secured Noteholders (determined without regard to this proviso) to Sublessee, Owner Participant, Indenture Trustee and Loan Guarantor, "Majority in Interest of Secured Noteholders" means Loan Guarantor.

"Make-Whole Amount" means, in connection with any applicable prepayment, the excess, if any, of (i) the aggregate present value as of the date of such prepayment of each dollar of principal being prepaid (taking into account the application of such prepayment required by Section 5.01 of the Indenture) and the amount of interest (exclusive of interest accrued to the date of prepayment) that would have been payable in respect of such dollar if such prepayment had not been made, determined by discounting such amounts at the Reinvestment Rate from the respective dates on which they would have been payable, over (ii) 100% of the principal amount of the Secured Notes Outstanding being prepaid. If the Reinvestment Rate is equal to or higher than the Debt Rate or if the date of such prepayment is on or after the date which is 13.6 years after the first Delivery Date, the Make-Whole Amount shall be zero.

"Manufacturer" means General Electric Company, a New York corporation.

"Maximum Fixed Rate Renewal Termination Date" has the meaning specified in Section 16.4(ii) of the Sublease.

"Net Economic Return" means Owner Participant's nominal after-tax multiple investment sinking fund yield, basic pattern of FASB 13 earnings and aggregate after-tax cash flow, computed on the basis of the assumptions, including the tax assumptions set forth in the Tax Indemnity Agreement, used by Owner Participant in originally evaluating the transactions contemplated by the Sublease.

"Non-U.S. Person" means any individual who is not a citizen of the United States, or any partnership, corporation, joint venture, trust, unincorporated association or other entity that is not either a citizen of the United States or organized under the laws of the United States or any state thereof.

"Note Register" has the meaning specified in Section 4.01 of the Indenture.

"Obligor" with respect to a Secured Note, means Amtrak until Owner Trustee assumes on a non-recourse basis Amtrak's obligations thereunder by execution and delivery of the Owner Trustee Nonrecourse Assumption Confirmation attached thereto, and thereafter Owner Trustee.

"Officer's Certificate" with respect to any corporation or other entity means a certificate executed on behalf of such corporation or other entity by its Chief Executive Officer, President, Chief Financial Officer, one of its Vice Presidents or its Treasurer (including, with respect

to Owner Trustee and Indenture Trustee, any Authorized Officer).

"Old Note" has the meaning specified in Section 4.03 of the Indenture.

"Operative Documents" means, collectively, the Participation Agreement, the Trust Agreement, the State Street Guarantee, the Indenture, any Indenture Supplement, the Loan Guaranty, the Lease, any Lease Supplement, the Sublease, any Sublease Supplement, the Tax Indemnity Agreement, the Secured Notes each with an Owner Trustee Nonrecourse Assumption Confirmation attached thereto, the Warranty Assignment, the Release and Consent, the FRA Subordinated Security Agreement, the Cure Rights Agreement, the Lessee Security Agreement and any Lessee Security Agreement Supplement.

"Opinion Addressees" mean Indenture Trustee, Loan Participants, Owner Trustee, Owner Participant, Loan Guarantor and Amtrak.

"Outstanding" with respect to Secured Notes, means, as of the date of determination, all Secured Notes theretofore authenticated and delivered under the Indenture, except:

(i) Secured Notes theretofore canceled by Indenture Trustee or delivered to Indenture Trustee for cancellation;

(ii) Secured Notes which are deemed to have been paid in full in accordance with the last sentence of Article XI of the Indenture; and

(iii) Secured Notes in exchange or replacement for which other Secured Notes shall have been authenticated and delivered under the Indenture;

provided, however, that in determining whether the holders of the requisite aggregate unpaid principal amount of Secured Notes Outstanding have made or given any request, demand, instruction, authorization, direction, notice, consent or waiver under the Indenture, Secured Notes held or owned by Owner Trustee, Owner Participant or Amtrak, or any Affiliate of any thereof, shall be disregarded and deemed not to be Outstanding, except that, in determining whether Indenture Trustee shall be protected in relying upon any such request, demand, instruction, authorization, direction, notice, consent or waiver, only Secured Notes which Indenture Trustee knows to be so held or owned shall be disregarded.

"Overall Transaction" means the arrangements and transactions contemplated by and reflected in the Operative Documents.

"Overdue Rate" means one (1) percentage point over the Debt Rate.

"Owner Participant" means Cargill Leasing Corporation, a Delaware corporation.

"Owner Participant Documents" means the Trust Agreement, the Participation Agreement and the Tax Indemnity Agreement.

"Owner Participant's Lien" means any Lien affecting, on or in respect of the Equipment, the Sublease or the Trust Estate arising as a result of (i) claims against or affecting Owner Participant not related to the transactions contemplated by the Sublease or the Participation Agreement, or (ii) any breach of any covenant or agreement of Owner Participant set forth in any of the Operative Documents, or (iii) taxes imposed against Owner Participant or the Trust Estate which are not indemnified against by Sublessee pursuant to the Participation Agreement or under the Tax Indemnity Agreement.

"Owner Trustee" means Ameritrust Company National Association, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement.

"Owner Trustee Nonrecourse Assumption Confirmation" means an Owner Trustee Non-Recourse Assumption Confirmation dated the Delivery Date and executed and delivered by Owner Trustee and Indenture Trustee in the form attached to each Secured Note.

"Participant" or "Participants" means Loan Participants and Owner Participant.

"Participation Agreement" means that certain Participation Agreement dated as of December 15, 1991 among Amtrak, Owner Participant, Loan Participants, Ameritrust, Owner Trustee and Indenture Trustee.

"Payment Instructions" with respect to Loan Participants means the payment instructions set forth in Schedule I to the Participation Agreement.

"Permitted Investment" means (i) certificates of deposit and time and other interest bearing deposits in banks which are rated at least "AA" by IBCA Ltd. or by Keefe Bank Watch Service, (ii) short-term debt securities issued by or entitled to the full faith and credit of the United States government or (iii) commercial paper which is rated "A-1" or better (or comparable ratings) by Standard & Poor's Corporation or "P-1" or better (or comparable ratings) by Moody's Investors Service, Inc. or the successors to such

rating organizations, in each case referred to in the foregoing clauses (i) through (iii) due within 210 days of the date of purchase.

"Permitted Liens" means (i) Liens for taxes, assessments or governmental charges or levies in each case not due and delinquent, (ii) inchoate materialmen's, mechanics', workmen's, repairmen's or other like Liens arising in the ordinary course of Amtrak's business and in each case not delinquent, (iii) the Leasehold Interest created by the Lease, the Lien of the Indenture and the Lien of the Lessee Security Agreement, (iv) Sublessor's Liens, (v) Owner Participant's Liens, (vi) sub-subleases permitted under the Sublease, (vii) the FRA Contingent Lien and (viii) the Lien of the FRA Subordinated Security Agreement.

"Person" or "Persons" means any individual, firm, partnership, corporation, trust, unincorporated association or joint venture, a government or any department or agency thereof, or any other entity.

"Principal Corporate Trust Office" with respect to Indenture Trustee means the office of Indenture Trustee located at the address set forth in the first paragraph of the Indenture, or such other office at which the corporate trust business of Indenture Trustee shall be conducted, written notice of which shall have been given to Owner Trustee, Owner Participant, Amtrak and the holders of Outstanding Secured Notes.

"Property Insurance" has the meaning specified in Section 8.1(i)(a) of the Sublease.

"Purchase Agreement" means that certain Locomotive Purchase Agreement dated December 31, 1990 between Manufacturer and Amtrak including all modifications and supplements thereto pertaining to the Units.

"Purchased Units" means any Units with respect to which Sublessee shall have acquired the Leasehold Interests pursuant to Section 16.1 of the Sublease.

"Rail Passenger Service Act" means the Rail Passenger Service Act (45 U.S.C. § 501 et seq.).

"Reinvestment Rate" means 50 basis points plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the Weighted Average Life to Maturity of the principal being prepaid (taking into account the application of such prepayment required by Section 5.01 of the Indenture). If no

maturity exactly corresponds to such Weighted Average Life to Maturity, yields for the two published maturities most closely corresponding to such Weighted Average Life to Maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used.

"Release and Consent" means that certain Release of Mortgage and Consent dated as of December 15, 1991 by the FRA.

"Renewal Rent" has the meaning specified in Section 16.4 of the Sublease.

"Renewal Term" means a Fixed Rate Renewal Term or a Fair Market Renewal Term.

"Rent" means Base Rent, Renewal Rent and Supplemental Rent, collectively.

"Rent Factor" for any Rent Payment Date means the percentage of Equipment Cost set forth opposite such Rent Payment Date on Schedule 1 to the Sublease, as such Rent Factor may have been adjusted pursuant to Section 4.3 or 16.4 of the Sublease.

"Rent Payment Date" for a Unit means each June 29 and December 29 during the Sublease Term commencing with and including December 29, 1992 and ending with and including the Lease Termination Date for such Unit.

"Replacement Note" has the meaning specified in Section 4.03 of the Indenture.

"Replacement Unit" for a Unit suffering a Casualty Occurrence means a locomotive having a value, utility and remaining useful life at least equal to the Unit being replaced (at Sublessor's option, such value, utility and remaining useful life shall be confirmed by an independent appraisal to be delivered to Sublessor at the time of any substitution under Section 7.2(i) of the Sublease, the cost of which shall be borne by Sublessee), assuming that the Unit being replaced was of the value, utility and remaining useful life as required by the terms of the Sublease immediately prior to such Casualty Occurrence.

"Responsible Officer" of an entity means any corporate officer or other responsible official of such entity who is designated as the recipient of a notice pursuant to the provisions of any Operative Document or who, in the normal

performance of such official's operational responsibilities, would have knowledge of the matter at issue and the relevant provisions of any applicable Operative Document. When used with respect to Indenture Trustee or Owner Trustee, "Responsible Officer" means any officer within the Principal Corporate Trust Office or the Corporate Trust Department (or any successor group) thereof assigned by Indenture Trustee or Owner Trustee, as the case may be, to administer its corporate trust matters.

"Restricted Security" means a Secured Note unless and until (i) it has been effectively registered in accordance with a registration statement under the Securities Act covering it or (ii) it has been distributed to the public pursuant to Rule 144 (or any successor rule) under the Securities Act.

"Secretary" means the Secretary of the Department of Transportation.

"Section 1168 of the Bankruptcy Code" means Section 1168 of the Bankruptcy Code or a successor provision intended to afford lessors of rolling stock equipment and accessories used on such equipment benefits comparable to those afforded by said Section 1168 as in effect on the date hereof.

"Secured Note" means each of the notes of Amtrak, substantially in the form thereof specified in Appendix A to the Indenture, as are authenticated and delivered pursuant to the Indenture and as assumed by Owner Trustee pursuant to an Owner Trustee Assumption Confirmation and any Replacement Note.

"Securities Act" means the Securities Act of 1933 (15 U.S.C. § 77a et seq.).

"Specified Default" means a Default specified in Sections 13.1(i), (ii), (iii), (vi), (vii), (viii), (ix) and (x) of the Sublease.

"Special Purchase Date" means the 16th anniversary of the Base Lease Commencement Date or, if such date is not a Business Day, the next succeeding Business Day or such other later date as Sublessor and Sublessee may agree.

"Special Purchase Price" for any Unit has the meaning specified in the Sublease Supplement covering such Unit.

"State Street" means State Street Bank and Trust Company of Connecticut, National Association, a national banking association, in its individual capacity.

"State Street Guarantee" means that certain Guaranty dated as of December 15, 1991 from State Street Bank and Trust Company in favor of the beneficiaries named therein.

"Statistical Release" means the statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively traded U.S. Government Securities adjusted to constant maturities or, if such statistical release is not published at the time of any determination hereunder, then such other reasonably comparable index which shall be designated by the holders of 66-2/3% in aggregate principal amount of the Secured Notes Outstanding; provided, however, that if there are more than twenty (20) holders of Secured Notes Outstanding, then such other reasonably comparable index shall be designated by the holders of more than 50% in aggregate principal amount of the Secured Notes Outstanding.

"Sublease" means that certain Sublease of Railroad Equipment dated as of December 15, 1991 between Owner Trustee, as sublessor, and Amtrak, as sublessee, including the Unfiled Sublease Addendum attached thereto. Unless the context otherwise requires, "Sublease" shall include each Sublease Supplement.

"Sublease Assignment" means any assignment of a sublease pursuant to Section 15.2(ii) of the Sublease.

"Sublease Default", when used in the Indenture, means a Default.

"Sublease Event of Default", when used in the Indenture, means an Event of Default.

"Sublease Rent" has the meaning specified in Section 5.01 of the Indenture.

"Sublease Supplement" means a supplement to the Sublease in substantially the form of Exhibit A to the Sublease, entered into between Sublessor and Sublessee (collectively, the "Sublease Supplements").

"Sublease Term" for each Unit means the period commencing on the Delivery Date therefor and continuing to and including the last day of the Base Lease Term, or if Sublessee exercises any renewal options contained in Section 16.4 of the Sublease with respect to such Unit, the last day of the last Renewal Term, in each case unless earlier terminated pursuant to the terms of the Sublease.

"Sublessee" means National Railroad Passenger Corporation, a corporation organized under the Rail Passenger

Service Act and the laws of the District of Columbia, also known as Amtrak, in its capacity as sublessee under the Sublease.

"Sublessor" means Owner Trustee in its capacity as sublessor under the Sublease.

"Sublessor's Liens" means any Lien which results from claims by or against Sublessor, in its individual capacity or as trustee, unrelated to the transactions contemplated by the Operative Documents.

"Super-Majority in Interest of Secured Noteholders" means, as of a particular date of determination, the holder or holders of in excess of 66.66% in aggregate principal amount of all Secured Notes Outstanding as of such date (excluding any Secured Notes then held by Owner Trustee, Owner Participant or Amtrak or any Affiliate of any thereof unless all Secured notes then Outstanding are held by Owner Trustee, Owner Participant and Amtrak and their Affiliates); provided, however, so long as (i) the Loan Guaranty has not been terminated, (ii) no Loan Guarantor Event of Default has occurred and is continuing and (iii) no Indenture Event of Default under Section 12.01(c) of the Indenture, which has occurred solely by reason of Sublessee's failure to pay as Supplemental Rent under the Sublease any amount or amounts due and payable under Sections 6 or 7 of Participation Agreement to one or more holders or Former Holders of Secured Notes as of such date, shall have continued unremedied and uncured for 90 days after notice of such Indenture Event of Default shall have been sent by a Majority in Interest of Secured Noteholders (determined without regard to this proviso) to Sublessee, Owner Participant, Indenture Trustee and Loan Guarantor, "Super-Majority in Interest of Secured Noteholders" means Loan Guarantor.

"Supplemental Rent" means any and all amounts, liabilities and obligations (other than Base Rent or Renewal Rent) which Sublessee assumes or agrees to pay to any Person under the Sublease or under the Participation Agreement, including, without limitation, Section 4.2 of the Sublease and Sections 6 and 7 of the Participation Agreement, or under any other Operative Document, including, without limitation, payments of Casualty Value and amounts measured by reference thereto, indemnity payments and payments pursuant to the Tax Indemnity Agreement.

"Tax Assumptions" has the meaning specified in Section 2 of the Tax Indemnity Agreement.

"Taxes" has the meaning specified in Section 6.1(i) to the Participation Agreement.

"Tax Indemnity Agreement" means that certain Tax Indemnity Agreement dated as of December 15, 1991 between Owner Participant and Amtrak.

"Termination Date" has the meaning specified in Section 26 of the Sublease.

"Transaction Expenses" has the meaning specified in Section 7.1 of the Participation Agreement.

"Transferee" means the Person to whom Owner Participant has transferred its interest in the Trust Estate in accordance with Section 10 of the Participation Agreement.

"Treasury Rate" shall mean, as of any date, the weighted average yield to maturity of 30-day United States Treasury Notes as quoted by Shearson Lehman Hutton, Inc. or Bankers Trust Company (or, if neither of such Persons shall be quoting such a rate, as quoted by a reputable dealer in United States Treasury Notes mutually acceptable to Owner Participant and Sublessor).

"Trust Agreement" means that certain Trust Agreement dated as of December 15, 1991 between Owner Participant and Ameritrust Company National Association, as Owner Trustee and Ameritrust.

"Trust Estate" means all estate, right, title and interest of Owner Trustee in and to the Equipment, the Lease and the Sublease and any other property contributed by Owner Participant, including all amounts of Rent, insurance proceeds and requisition, indemnity or other payments of any kind for or with respect to the Equipment. Notwithstanding the foregoing, except for purposes of Section 6.1 of the Participation Agreement, "Trust Estate" shall not include any Excepted Rights or Excepted Payments.

"Trust Indenture Act" means the Trust Indenture Act of 1939 (15 U.S.C. § 77aaa et seq.).

"Trustee's Expenses" has the meaning specified in Section 5.01(a) clause "Second" of the Indenture.

"Trust Indenture Estate" has the meaning specified in the Granting Clauses of the Indenture.

"Trust Indenture Estate (Amtrak)" has the meaning specified in the Granting Clauses of the Indenture.

"Trust Indenture Estate (Owner Trustee)" has the meaning specified in the Granting Clauses of the Indenture.

"Unfiled Sublease Addendum" means that certain Unfiled Sublease Addendum executed and delivered by Sublessor, Sublessee and Owner Participant and attached to and made a part of the Sublease for all purposes except filing with the ICC.

"Unit" and "Units" have the meanings set forth under "Equipment".

"Voluntary Termination" with respect to any Unit shall mean a termination of the Sublease with respect to such Unit pursuant to Section 26 of the Sublease.

"Warranty Assignment" means that certain Warranty Assignment dated as of December 15, 1991 between Amtrak, as assignor, and Owner Trustee, as assignee.

"Warranty Section" means Article 14 of the Amtrak General Requirements for Rolling Stock Acquisition Contracts, attached as Exhibit A to the Purchase Agreement.

"Weighted Average Life to Maturity" of the principal amount of the Secured Notes being prepaid means, as of the time of any determination thereof, the number of years obtained by dividing the then Remaining Dollar-Years of such principal by the aggregate amount of such principal. The term "Remaining Dollar-Years" of such principal shall mean the amount obtained by (i) multiplying (x) the remainder of (1) the amount of principal that would have become due on each scheduled payment date if such prepayment had not been made, less (2) the amount of principal on the Secured Notes scheduled to become due on such date after giving effect to such prepayment and the application thereof in accordance with the provisions of Section 5.01 of the Indenture, by (y) the number of years (calculated to the nearest one-twelfth) which will elapse between the date of determination and such scheduled payment date, and (ii) totalling the products obtained in (i).